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The Solicitors' Journal.

LONDON, FEBRUARY 19, 1870.

THE TWO CASES OF *Re National Provincial Life Insurance Society* (Vice-Chancellor Malins) and *Re Times Life Assurance and Guarantee Company* (Vice-Chancellor James), reported in to-day's issue of the *Weekly Reporter*, contain most important decisions on the position of the amalgamated policyholders, and bear out, we are glad to say, the principle which we ventured to lay down many months ago, of recognition by the policyholders of the substituted liability of the amalgamated company. The judgment in the former case was delivered on the 28th of January last, and that in the latter on the 14th of the present month. Previously to these cases no decision had been given upon a policyholder's case, though the decision in the *Family Endowment case*, 18 W. R. 112, 266, had laid down a definite rule as to the case of an annuitant; and the observations of the Lord Chancellor in that case read very much as though his Lordship would have arrived at a similar decision in the case of a policy. As we have before observed, payment of premiums is in its nature far more indicative of recognition than acceptance of annuity; indeed a payee will usually *accept* payment from anyone offering to make it, while a person having to pay looks naturally to the character assumed by the party proposing to receive. In the case decided by Vice-Chancellor Malins premiums had been paid to the Albert for thirteen years. The Vice-Chancellor said that the policyholder "had looked to and paid the premiums to the Albert, and he (the Vice-Chancellor) considered that on every principle of common sense and justice the policyholder ought to have said that he did not like that office, and that the original assurers must settle with him before they transferred their business." In this case the policyholder had asked for a bonus from the Albert, and it was admitted that he knew the National Provincial had ceased business. The case was therefore very plain, but the remarks of the Vice-Chancellor, though perhaps extrajudicial, clearly show his view of the acquiescense question. The case before Vice-Chancellor James was a stronger case as against the policyholder, inasmuch as the deed of settlement of the Times Company contained a provision, of which, of course, the assured had notice, expressly contemplating the contingency of a transfer of the society's running policies. The Vice-Chancellor considered that there had been a complete novation, and that the policyholder had, with his eyes open, really accepted the Albert.

MR. KNOX GRANTED A SUMMONS last Saturday against the publisher of the *Pall Mall Gazette*, for an alleged libel on Mr. Dion Boucicault, contained in a letter published in that paper. The letter criticised severely Mr. Boucicault's style of writing, and then went on, "If he does not give us anything more attractive, it is probably because he has no opportunity of seeing better subjects. A writer of this school depends more than any other on the medium in which he lives." The author of the letter has since written to the *Pall Mall Gazette* to say that he only meant "that Mr. Boucicault, as a *writer*, so habitually resorted . . . to the vagabond and criminal classes, that he had come to view all life and society through this distorted medium."

The question thus raised is really one of construction. If the letter conveys a charge that Mr. Boucicault in fact lives in a medium of bad characters, it is a libel, but of it only refers to the world of imagination in which he lives *as a writer*, it falls within the rule which allows full comment on theatrical performances and other public entertainments. The line between criticism of a work and criticism of its author is clear and distinct, although critics are sometimes not sufficiently careful to observe it.

WE ARE GLAD TO SEE that the necessity for legislation on the stamp duties is being steadily pressed upon the Government. Last week we printed some extracts from a memorial presented to the Chancellor of the Exchequer by the Manchester Law Association. Since then another memorial has been presented by the Incorporated Law Society. A deputation from the Metropolitan and Provincial Law Association attended at the same time, and presented another memorial upon the same subject. The memorial of the Incorporated Law Society, which is almost identical with that of the other society, after citing and explaining the provisions of the 17 & 18 Vict. c. 83, s. 16, states:—

"That the memorialists believe that it was the intention of the Government who framed the Act that section 16, above quoted, should apply only to conveyances and deeds in the nature of conveyances, and not to leases, which were intended to be dealt with by the other sections above referred to.

"That the memorialists come to this conclusion for the following reasons:—

"1. Because the language of the first part of section 16 is clearly that used in Stamp Acts for describing conveyances and deeds of that character, and the annual sum referred to in the same part of the section is the expression used throughout the Act to designate a consideration by way of purchase money, payable in the form of an annuity or rent-charge; and although in the latter part of the section the words 'deed or instrument' are used, yet it is submitted that these words were used for brevity only, and that what was really intended was '*such* deed or instrument;' and it may be inferred that it was not intended thereby to include leases, because the consideration referred to in this part of the section is confined, like the preceding part, to a 'sum of money yearly or in gross,' and the word 'rent' (always used in the Act when referring to leases) is not used.

"2. Because in the schedule, as well as in section 16, where conveyances or purchase deeds are referred to, the words 'annual sum' are used; whereas in the several places in the schedule and in section 23 where leases are referred to, the word 'rent' is always used, as it properly should be.

"3. Because the *ad valorem* on leases for terms of between thirty-five and one hundred years was understood to be expressly pointed at building leases, in which there is invariably a further consideration than that expressed by the rent; and it is evident that the *ad valorem* duty on such leases was by this Act made six times higher than the duty on other leases, in order to cover this further consideration.

"4. Because, if it had been intended to impose a new duty on so important and well-defined a class of deeds as building leases, it would have been done by express language, in its proper place in the schedule, and not by ambiguous and inferential language in the body of the Act, in a section apparently applicable to conveyances."

Then,—after observing that not only was this construction invariably adopted by the whole legal profession, down to the present time, but even the Commissioners of Inland Revenue and their legal advisers themselves, when called upon (under 13 & 14 Vict. c. 97, s. 14) formally to adjudicate (on the arising of some collateral point), have constantly decided that a lease, though containing a covenant to build or complete buildings, or though granted partly in consideration of the lessee having erected buildings, was only liable to an *ad valorem* duty on the rent and premium, if any,—the memorial

submits that the decision of the Court of Exchequer in *Boulton's case*

"Was not in accordance with the intention of the framers of the Act, and that it is not just and equitable that the duties according to such construction should be enforced.

"That, according to the principle of the above decision, the judges may, and it is very probable, on the ground of logical consistency, that they will, at a future day hold that the ordinary covenants to repair, to insure, not to carry on particular trades, and other covenants usually inserted in leases, form such an additional valuable consideration as to render the 35s. stamp necessary; for all of these covenants constitute 'a further or other valuable consideration,' and have no express relation to the amount of rent or premium by which alone the *ad valorem* duty is to be regulated, and such a decision would render every lease in England granted since the Act of 1854 liable to a penalty. It is true that one of the judges, on the argument of Mr. Boulton's case, is reported to have intimated an opinion that a covenant to repair would not render the additional stamp necessary; but this, if it actually fell from the learned judge (which the memorialists are informed was not the case), was certainly not formally decided, and even if it were so decided it would be difficult in practice to determine the difference between a covenant to repair and a covenant to repair including alterations and additions; but inasmuch as the ordinary language of every lease is, that it is granted 'in consideration of the rents *and covenants*,' the memorialists submit that if the construction now put upon the 16th section of the above Act be followed to its legitimate conclusion, the non-liability to penalty of every existing lease must at best be doubtful.

"From the best information the memorialists have been able to obtain they believe that tens of thousands of building leases (to say nothing of rack-rent leases) have been granted since the Act of 1854, and stamped insufficiently according to the above decision;* and these leases are now in so many hands that it will be impossible, whatever publicity is given to the decision, to get them brought in to be stamped (a difficulty that is doubled by the existence in other hands of the counterparts), so that the objection will be constantly recurring upon titles for many years to come. Although, therefore, the Commissioners have intimated that they will at present affix to leases the additional stamp without any penalty, this will not remedy the evil, for the Commissioners cannot pledge future Governments, and more particularly so as they have no power actually to remit the penalties after the lapse of a year from the execution of the leases.

"The memorialists believe, therefore, that nothing short of an Act of indemnity (similar to section 10 of 13 & 14 Vict. c. 97) will relieve the public from the great mischief that has arisen, as the memorialists would most respectfully submit, from the vague language of an Act of Parliament."

And the memorial prays:—

"That her Majesty's Government may introduce into Parliament a bill to declare that no lease shall be deemed or taken to be improperly stamped by reason of the same not having been stamped in accordance with the requirements of section 16 of the said Act of 17 & 18 Vict. c. 83, and to relieve from penalties all persons who have not, so far as regards leases, complied with the terms of such section; and, also, either to repeal the latter part of such section, commencing with the words, 'And in case where any deed,' or to amend the same so as to render the same not applicable to leases. And that all duties paid in consequence of the decision in *Boulton's case* be refunded on application."

It is certain that the enactment in question, as now construed by the Court of Exchequer, is not in accordance with the intention of its framers, besides being most inconvenient and unjust in its operation; and as this is agreed on all sides, the matter will, we believe, be set to rights by legislation. We trust, however, that the session will not be allowed to pass over without a bill to consolidate the stamp laws.

* On inquiry of only ten solicitors' firms in London it has been ascertained that, since the Act of 1854, they have prepared upwards of 10,000 leases, the greater proportion of which have been building leases.

THE FRENCH COURT OF CASSATION, in March, 1869, decided, reversing a decision of the Imperial Court of Paris, that by virtue of the law of 23rd June, 1857, and subsequent diplomatic conventions made between France and England, English subjects may sue Frenchmen for counterfeiting their English trade-marks. We gave an account of this decision shortly after its publication.* In another case (*Christy* v. *Daude*) recently before the civil tribunal of Paris, the right of English subjects to have their trade-marks protected by the French courts has been again recognised. We take this opportunity of stating what many English traders will be glad to know, the circumstances under which English subjects are entitled to such protection.

In articles 5 and 6 the law of 1857 regulates the condition of foreigners generally as to their right to the protection of their trade-marks. All such aliens as possess in France manufacturing or commercial establishments are to enjoy the benefit of the law for all the wares of such establishments. Such aliens as do not possess establishments in France have no protection, unless there be between France and the nation to which they belong diplomatic conventions effecting reciprocity of protection.

This reciprocity was effected as to British subjects by Article 12 of the treaty of 23rd January, 1860. Whether they have or not establishments in France they are entitled in the same degree and manner as the subjects of that nation to prosecute in its courts all who, within its dominions, counterfeit their trade-marks, or wilfully sell articles bearing the spurious marks. But to claim that right they must comply with a requirement of the law which all, whether French or foreign subjects, must equally obey. Article 2 of the law enacts that "none can claim the exclusive property of a mark, unless he has deposited two representations thereof at the office of the clerk (*greffe*) of the Tribunal of Commerce of his domicile. For aliens having no domicile in France, the second paragraph of article 6 designates the Tribunal of Commerce of the Seine (that sitting in Paris) as the one where they should make their deposit. They may do so vicariously by power of attorney in the French language, properly legalised at the French Consulate, certified by the bearer, and registered in France by the fiscal authorities.

The deposit of the mark though necessary before the owner can defend his property, does not in itself constitute the appropriation of the mark. It is merely the mode of evidence prepared and required by the law for the proof of that appropriation. The deposit of a mark already used by other parties, though not registered by them, will confer on the depositor no right of property in that mark. And no retro-active effect is given to the deposit. The foreigner who has registered his trade-mark in France can prosecute only future, not previous piracies of the same. Indeed, there is authority to the effect that where the English mark has been usurped and actually used by French manufacturers previous to the deposit, that usurpation will create a right to the pirated mark in favour of the usurpers, and the English proprietor will be precluded from interfering with them. This is going, perhaps, somewhat too far, and possibly may not be confirmed.

The procedure generally followed begins by a seizure of the goods bearing the counterfeit marks, under an order obtained on an *ex parte* application by the aggrieved party. Where satisfactory evidence is possessed or can be procured without such a measure, it is better to dispense with a seizure, as, if the action goes against the plaintiff, and the seizure is in consequence avoided, damages will be given to the defendants. The suit may be brought either before the civil or the correctional tribunal. In the latter case, where the defendant is found guilty, he may be condemned to a fine and imprisonment.

* 13 S. J. 626.

IT IS RUMOURED that a measure will shortly be introduced into the House of Lords for erecting the Inns of Court into a legal university, of which the four inns will be the component colleges. Any scheme tending to make the Inns of Court really places of education can hardly fail to do good. In past centuries, in the days of the Stuart kings for instance, each Inn of Court, with its affiliated Inns of Chancery, was a law university of itself, carrying on an active system of education and much of the usual routine of university life, though with a somewhat less stringent discipline than that of Oxford or Cambridge. Thus the students were expected to attend "moots" and the readings of the readers, which corresponded somewhat to university "lectures;" there was daily dinner in Hall in term and out of term, and daily service in the Temple Church or the inn chapel, as the case might be, but the students do not appear to have been kept strictly to any attendance at chapel or any rules as to "gates." We find one of them, however, grumbling because the dinner hour in vacation was fixed in the Middle Temple at 10 a.m. A law university cannot, *ex necessitate*, maintain so strict a discipline as is maintained among the more boyish students of Oxford or Cambridge, but it may and should at least be an educational institution. And in that respect the scheme now spoken of would be only a return to the ancient usage.

WE ARE EXTREMELY GLAD to learn, from Mr. Ayrton's reply to Mr. Headlam in the House of Commons on the 11th ult., that the absurd idea of building the New Law Courts below the Strand, instead of on the old Carey-street site, has been finally abandoned.

IRREGULAR INDORSEMENTS OF BILLS AND NOTES.

The *American Law Register* for November, 1869, contains a report of a case of *Schafer* v. *The Farmers' and Mechanics' Bank of Easton*, decided by the Supreme Court of Pennsylvania upon a point which seems to have been more often mooted in America than in England—viz., What is the effect of the indorsement of a promissory note by a person not otherwise a party to it? The circumstances of the case were these:—B. made a note payable to the order of J.; S. indorsed it; afterwards J. indorsed it, and it was discounted by a bank for J. It was held that S. was not liable to the bank or to J. without extrinsic evidence that he had assumed the liability, and that any agreement to assume such a liability would be an agreement within a statute corresponding to our Statute of Frauds (4th section) as an agreement to answer for the debt or default of another, and must, therefore, be in writing. It was further held that the indorsement was not a sufficient writing. The declaration charged the defendant (S.) in one count upon an agreement to be answerable for the note, and in a second count, as a second indorser, the payee (J.) being treated as first indorser. The judgment of the court treats principally with the claim alleged in the first count, and probably the judge considered that even if the placing of S.'s name on the instrument might have amounted to an authority to J. to sign his name above it, and thus to make S. liable as second indorser to the bank, yet that it was essential, in order to charge S. in this way, that the name of J. should actually be so written, which was not done. In fact, the instrument was considered to show that S. only agreed to assume a liability to subsequent holders, upon condition of having J. liable to him, which did not appear by the instrument to be the case.

Though irregular indorsements certainly are not uncommon, there do not appear to be so many cases upon them in England or in America, and we are not aware that the precise point of the American case to which we have been referring has ever arisen. We propose to notice the leading English decisions, and to point out how far the American case goes beyond them or differs from them.

In the first place it is necessary to notice a distinction between bills of exchange and promissory notes. It was held in *Penny* v. *Innes*, (1 Cr. M. & R. 439), following some older cases, that every indorser of a bill of exchange might be treated as a new drawer, so that a person in dorsing a bill intermediately between a special indorsement and the blank indorsement of the persons to whom it was so specially indorsed, was held liable to the latter as the drawer of a new bill of the same tenor and effect as the original bill. It was considered that this was an inherent property of the original bill, and that, although as against such an indorser, it might be treated as a fresh bill, yet that no new stamp was required. The doctrine of *Penny* v. *Innes* was followed in the recent case of *Mathews* v. *Bloxame* (12 W. R. 795). There the defendant, intending to become surety to the plaintiffs for A., put his name on the back of a blank bill stamp, on which A. wrote his name as acceptor, and the plaintiffs then drew upon it a bill of exchange payable to their (the drawers') order. It was held that the defendant was liable as the drawer of a bill payable either to bearer or to plaintiffs' order. In that case the Court declined to decide whether the bill was properly described as payable to order or bearer, because the declaration contained counts applicable to each view, and they thought one was necessarily right. It was there said by the Lord Chief Justice that "the doctrine amounts to this, that a man who puts his name in this way to a bill though not in law an indorser, does what an indorser does, he guarantees the payment of the bill by the acceptor at maturity. In that sense he does what a drawer does, and so, though he cannot be called an indorser, he may be treated as a drawer. In a subsequent case (not reported on this point) in which the parties had happened to make exactly the same mistake in filling up the bill as was made by the parties in *Mathews* v. *Bloxame*, the ruling in that case was acquiesced in. It will be seen that in these cases the person coming in and indorsing the bill was held liable not only to parties claiming subsequently to and under his indorsement, but to parties who would have been prior parties, and could not have sued him if he had had a title to indorse. The rule of *Penny* v. *Innes* does not, however, hold in the case of a promissory note. In *Gwinnell* v. *Herbert* (5 A. & E. 436), the defendant indorsed a promissory note made by another person to the plaintiff's order. He was sued as maker, but it was held that the action was not maintainable. Mr. Justice Littledale was inclined to doubt whether the doctrine of *Penny* v. *Innes* did not require some qualification, even as applied to bills, but all the judges were clearly of opinion that it did not apply to promissory notes. The maker of a note is liable in the first instance, which the drawer of a bill is not, but only upon the default of the acceptor. If each indorser became a maker, he also would become liable in the first instance, which could scarcely be. It will be seen that *Gwinnell* v. *Herbert* is a case similar to what the American case would have been if S. had been sued by J. instead of by the bank. It was, however, said in *Gwinnell* v. *Herbert*, by Mr. Justice Patterson, that the defendant should have been declared against on his collateral undertaking; implying, of course, that a liability of this sort might have been successfully established. So in *Jackson* v. *Hudson* (2 Camp. 447), where a person meaning to be surety for the acceptor of a complete bill had also accepted it, it was held by Lord Ellenborough that he could not be sued as acceptor, but that he might have been sued upon a collateral agreement. In each of these cases, of course, the statement of the judges that the collateral agreement of guaranty might have been sued upon, amounts to no more than an obiter dictum. Still the impression certainly has always been in England that the Statute of Frauds in no way interferes with such a cause of action. Thus, in *Fielden* v. *Marshall* (30 L. J. C. B. 159) we find Williams, J., saying

that the doctrine of *Wain* v. *Warlters* (2 Sm. Lead. Cas.) has never been extended to bills of exchange. We have not however, any express decisions of cases in which this point has been directly raised; but we have numerous decisions on the question whether the contract of the various parties to a bill or note is a contract in writing, in the cases as to whether evidence of a contemporaneous parol agreement varying such a contract is admissible. The foundation, of course, of all these cases is the presumption that where parties put the terms of a contract into writing, they put the whole of it into writing; so that if the contract of a party to a bill or note is a contract in writing, it would be presumed that what appeared of the bill or note was the entire contract, and no evidence of a contemporaneous parol agreement varying this contract would be admissible. The tendency of the Courts to hold that the contract is in all cases for this purpose a contract in writing, has been strong. Of course, however the point is clearer in the case of the acceptor of a bill or maker of a note than in the case of subsequent parties. In *Abrey* v. *Crux* (18 W. R. 63), the most recent case on the subject, the question arose between the payee of a bill and the drawer, and there the Court were all of opinion that the contract was a contract in writing; the only member of the Court who hesitated (Mr. Justice Willes), doubting, apparently, whether the parol contract set up, did really vary the written one. There are also cases, *Free* v. *Hawkins* (8 Taunt. 92) and *Hoare* v. *Graham* (3 Camp. 57), which lay down the same rule as to the contract of the indorser of a note. In one case, however, in the Privy Council (*Castrique* v. *Buttiegieg*, 4 W. R. 445, 10 Moore P. C. 108), it is broadly asserted by Mr. Justice Maule, delivering the judgment of the Judicial Committee, that the contract of an indorser is not entirely a contract in writing. He says, "The liability of an indorser to his immediate indorsee arises out of a contract between them, and this contract in no case consists exclusively in the writing popularly called an indorsement, and which, indeed is necessary to the existence of the contract in question; but that contract arises out of the written indorsement itself, the delivery of the bill to the indorsee, and the intention with which that delivery was made and accepted, as evinced by the words either spoken or written of the parties, and the circumstances (such as the usage at the place, the course of dealing between the parties, and their relative situations) under which the delivery takes place. Thus, a bill with an unqualified written indorsement may be delivered and received for the purpose of enabling the indorsee to receive the money for account of the indorser, or to enable the indorsee to raise money for his own use on the credit of the signature of the indorser, or with an express stipulation that the indorsee, though for value, is to claim against the drawer and acceptor only, and not against the indorser, who agrees to sell his claim against the prior parties, but stipulates not to warrant their solvency. In all these cases the indorser is not liable to the indorsee, and they are all in conformity with the general law of contracts, which enables parties to them to limit and modify their liabilities as they think fit, provided they do not infringe any prohibitory law."

Of course, this is very high authority. At the same time, the case of *Abrey* v. *Crux* must be taken to throw some doubt upon the first part of the passage we have quoted, or, at all events, to show that it is only true in a less wide sense than might otherwise be attributed to it. We venture to think that the true rule is that the spoken words of the parties are inadmissible to vary the contract of the indorser, but they may be admissible to show there was no contract at all. This is the case with all contracts in writing, the case of an escrow being the most familiar instance; and, in fact, to make complete a written contract, some parol evidence is constantly required, such as the identity of the parties, their signatures, or assent, as contracting parties, to the terms of the written instrument, and even a custom with reference to which the parties had contracted. Even the latter circumstance would not prevent the contract being properly called a written contract. In this sense, therefore, no written contract consists *exclusively* of the written document. The circumstances which Mr. Justice Maule mentions in the passage we have quoted as requisite to make up the contract of an indorser, as well as the written indorsement, are really only analogous to the requisites we have mentioned as necessary to make any written instrument complete as a binding contract between the parties. We apprehend that all that is required to make what would be in contemplation of the law a written contract is that there should be some tangible and visible record of the terms of the bargain, as distinguished from mere recollection of spoken words. It is not necessary that the contract should be written at length in characters of the ordinary description—a writing in short hand, in Egyptian hieroglyphics, or in any cypher capable of being interpreted, would be a written contract; but, of course, only binding upon the parties as a contract if they understood the cypher. All that is required is a visible sign expressing a particular idea. If, therefore, the mere writing a name in a particular place on a paper containing other names and words is commonly understood to express the fact that the person who signs his name enters into a particular contract, then that contract, when made, is a contract in writing just as much as if its terms were set out at length. We apprehend, therefore, that supposing the ordinary contract of an indorser to be a contract requiring an agreement in writing under the Statute of Frauds, the indorsement in the ordinary form ought to be held to be such an agreement. In fact, however, we apprehend that, although the position of an ordinary indorser of a bill is that of a surety for the acceptor, who is principal debtor, yet that the indorser is not a person promising to answer for the debt or default of the acceptor within the meaning of the Statute of Frauds. He is rather a person promising his indorsee to pay money on his own account, at a certain time, and under certain circumstances, if the indorsee does not, on taking proper steps to do so, get that money from some one else, which, by the transfer of the bill, he has the means of doing. It is perhaps as much on this ground, as the ground of the indorsement being an agreement in writing, that the Statute of Frauds has never been considered to interfere with the contract of an ordinary indorser. This, however, does not directly apply to the case of an irregular indorser; that is, a man who writes his name on a bill or note without appearing by the instrument to have any title to it. As regards such a person we think he would be commonly understood to make himself liable for the bill or note, to all subsequent holders at all events, if not to the then holder, and, if so, it ought to be considered that the indorsement is a sufficient contract in writing to charge him with such a liability.

The result, however, is that, if a person so indorses a bill of exchange, he is, in England, clearly held liable as drawer, and in America the rule in this respect seems to be the same. If, however, he so indorses a note, then neither in England nor in America can he be liable to parties not taking under his indorsement, except upon a collateral undertaking. In England it has been suggested by Lord Ellenborough and Mr. Justice Patterson, but not decided, that an action could be maintained on such collateral undertaking in cases where there was no further writing than the indorsement. In America, however, in the case to which we have referred, and, we believe, in at least one previous case it has been held that a further writing is necessary. As regards subsequent indorsees, the American case lays down the same rule; in England, though the point does not seem to be decided, we cannot help thinking that it would be held that a holder for value had a right of action against any one whose name was on the bill as indorser when he received it, and that the mere fact that the name was not on in quite the proper place would not stand in the way. It may be that the person so indorsing meant only to be

liable to subsequent holders upon himself having the liability of the then holder; but, if so, he ought to have seen that it was then indorsed in the proper way, and we doubt if he could set up the fact that this had not been done as against a subsequent holder, as it is held he can do in America, or rather, we should say, in Pennsylvania, for we believe the rule is not the same in all the States. (See 2 Parsons on Bills, 112.)

We have, of course, been speaking of negotiable notes. If the note is not negotiable in the first instance, different questions are necessarily involved.

RATING AND POOR LAW CASES OF 1869.

No. II.

The two rating cases which turn on the construction of the Union Assessment Committee Acts are *Reg.* v. *The Overseers of Malden* (17 W. R. C. L. Dig. 96, L. R. 4 Q. B. 326) and *Reg.* v. *The Great Western Railway Company* (17 W. R. 670, L. R. 4 Q. B. 323).

In the former case the question was whether houses recently built and ready for occupation, but not actually let or occupied, should be inserted in the valuation list. By the Union Assessment Committee Act, 1862 (25 & 26 Vict. c. 103), all "rateable hereditaments" are to be inserted in this list, and it was said that this must mean that at the time of making the list the houses were occupied so as to be actually assessable; but the Court held, on the authority of *Reg.* v. *Hammersmith*, 7 W. R. 524, that this was not so, and that "rateable" meant property in its nature capable of being rated. In the neighbourhood of London and other large towns, where new houses spring up like mushrooms, and the supply exceeds the demand, this interpretation of the Act may largely increase the rateable value of certain parishes, and consequently the amount of their contribution to the common fund; while at the same time, when the rate comes to be actually assessed, the very houses which caused the increase of the rate will be exempt from it, being still unoccupied, and thus an additional burden will be thrown on the existing ratepayers. The words of the Act are, however, too strong to admit of any other interpretation than was put on them, and if the hardship is to be redressed it must be by the Legislature.

The Union Assessment Committee Amendment Act, 27 & 28 Vict. c. 39, provides, by section 1, that no appeal against a poor rate made for any parish in a union to which the previous Assessment Committee Act applies shall be heard by the Sessions, till the appellant has given the committee twenty-one days' notice, and that no one shall appeal against a rate made in conformity with the valuation list unless he has given notice of his objections to the committee and failed to obtain relief. This section has given rise to much discussion at quarter sessions; but it is clear that the notice of objection and the failure to obtain relief are strictly conditions precedent to the right to appeal at all; and so it was held the other day in *Lawes* v. *The Churchwardens of Arlsey* (18 W. R. 293). In *Reg.* v. *The Great Western Railway Company* the railway company had given such notice and failed to obtain relief, and the sessions on appeal confirmed the rate subject to a case. Subsequently however, and before the case had been determined, a fresh rate was made in conformity with the valuation list which the railway company had objected to, and which had not been altered as regarded them. They gave the committee notice of their intention to appeal against this second rate, and then moved to enter and respite the appeal at sessions; but, as they thought the assessment committee would abide by the list which they had before refused to alter when impugned on the same ground, they had not gone before them with fresh notice of objection, and could not strictly be said to have failed to obtain relief. The Court held that they ought to have gone before the assessment committee a second time, and that therefore the sessions were right in refusing to enter and respite the appeal. It too often happens that rating appeals fail on technical objections, and they certainly afford scope for a good deal of ingenuity on that score; but it is always to be regretted where the letter of the law prevents an inquiry into the merits, and where this happens often the procedure must require simplifying. In the present case the appeal failed because the railway company had not done that which the Act in strictness required them to do, but which, if they had done it, would probably have been perfectly useless.

In the legislation of the past year as affecting the subject of rating, the only enactments that call for a brief notice are chapters 41, 67, and 40.

The main object of c. 41 is to amend the law as to rating occupiers for short terms; in other words to amend the position of the irrepressible compound householder. It repeals the Small Tenements Act, 13 & 14 Vict. c. 99, as regards poor rates, and provides that occupiers of tenements let for three months or less may deduct from their rents the poor rates paid by them, but that the owners may in certain cases, regulated by a scale according to the rateable value in different places, agree to pay the rate instead of the occupiers, and be allowed a commission for so doing; and that the vestry may order the owner to be rated instead of the occupier for houses of rather greater value than under the old Act, but at a rather smaller deduction. It may be remembered that last year some difficulty occurred as to when a rate was made within the meaning of the Parliamentary Registration Acts: *Jones* v. *Bubb*, 17 W. R. 205; *Ainsworth* v. *Creake*, 17 W. R. 229. The 17th section of the present Act provides that it shall be deemed to be made on the day of allowance.

Chapter 67 we will dismiss with the simple statement that it is a long Act, intended to secure uniformity of assessment in London.

Chapter 40, which we take last, as a bit of piecemeal legislation, exempts Sunday and ragged schools, wherever situate, from all rates. By *Reg.* v. *St. Luke's Hospital*, 2 Burr. 1053, and a long series of cases following it, these schools would not have been rateable; but *Jones* v. *The Mersey Docks*, 13 W. R. 1069, restored the true construction of the Act of Elizabeth, and showed that the mere fact of their occupying in a fiduciary character for charitable purposes could not exempt the occupiers of valuable property. To avoid the effects of this decision in the particular case, this short Act, we presume, was passed. Sunday or infant schools held in churches, chapels or vestries, were exempted from poor rates by 3 & 4 Will. 4, c. 30, and this enactment remains untouched.

We now pass to the consideration of the two removal cases.

In former days great hardship was inflicted on the poor man by removing him from the parish where he had worked all his life, and from the neighbourhood of his friends and connections, to a parish in some distant part, which perhaps he had never seen, and scarce even heard of, but which yet was the parish of his legal settlement. To remedy this it was enacted by 9 & 10 Vict. c. 66, s. 1, that no one should be removed from any parish in which he should have resided five years; and by subsequent legislation the requisite period of residence has been reduced to three years, and now to one year, and the requisite limits of residence have been extended from the parish to the whole union (24 & 25 Vict. c. 55, s. 1; 28 & 29 Vict. c. 79, s. 8). By section 12 of the last Act its words are to be construed as if in the Poor Law Act of Will. 4, and by the 109th section of that Act, 4 & 5 Will. 4, c. 76, "union" includes parishes incorporated for the relief of the poor under any local Act. In the *Machynlleth Union* v. *Overseers of Poole*, 17 W. R. 1016, L. R. 4 Q. B. 592, the question was whether a district, comprising several parishes and townships incorporated by a private Act of Geo. 4 for the relief of the poor, was a union within 24 & 25 Vict. c. 55, so that residence in it could confer a status of irremoveability; and the Court held that it was. As these incorporations under private

Acts are still numerous, the question was one of some importance. It was said that the district was not a union within the Act, because each parish or township in it supported its own paupers, and the common fund was only applicable to the general expenses of the house of industry. Certainly the doctrine of irremoveability seems to apply more fairly to those ordinary unions where the poor are relieved out of the common fund, and each parish contributes according to its rateable property, and not according to the number of its chargeable poor; or, to put it another way, it would probably be better if all unions were ordinary unions. Little good can, and much confusion may, come from the incorporation of districts for poor law purposes under private Acts, and it is to be hoped that before long there will be no exceptions from the general poor law system.

By 35 Geo. 3, c. 101, s. 2, an order of removal may be suspended in case of the pauper's illness, and by 49 Geo. 3, c. 124, s. 3, such order may be suspended with reference to every other person named therein—the result of the two acts being that, if a pauper is too ill to be removed, he is not to be separated from his family. In *Reg.* v. *Sculcoates* (17 W. R. 100), it was decided that an order of removal once suspended remains so, not only till the pauper is well enough to be moved, but till every member of his family is so. Consequently, if an order of removal is suspended on account of the pauper's illness, and he afterwards dies or recovers, and in the meantime his wife falls ill, so that she also is unfit to travel, the suspension still remains in force with regard to her, though he may have previously died or got well again. By the first-mentioned Act the costs caused by the suspension are to be borne by the parish of settlement—*i.e.*, by the parish to which the pauper would have been removed if well enough. But suppose, in the case put above, the wife, after her husband's death, remains too ill to travel, and so resides in the relieving parish long enough to become irremoveable under 28 & 29 Vict. c. 79, s. 8: who then is to pay the costs incurred by the suspension? It is clear that the Legislature never contemplated such a state of things when they passed the Act of Geo. 3, because there was then no such thing as a status of irremoveability; but it is also clear that they intended that the relieving parish should be re-imbursed by the parish of settlement; and so the Court held that the parish of settlement could be ordered to re-imburse the relieving parish for the maintenance of the woman from the suspension till the status of irremoveability was acquired; otherwise, irremoveability supervening on the pauper's illness would have had the strange and unjust effect of making the original order of removal, which had been rightly made, an absolute nullity. The Act of Geo. 3 provided that these costs of maintenance incurred during suspension should be repaid on the death or removal of the pauper, and did not contemplate the pauper living irremoveable in the relieving parish, and dying after some lapse of time. But by 11 & 12 Vict. c. 43, s. 11, repayment must be directed within six months of the matter of complaint arising—within six months, it may be said, of the irremoveability attaching. But the Act of Geo. 3 says repayment may be ordered on removal, or, "in case of the death of such poor person, before the execution of the order of removal;" and to avoid hardship, the Court construed "death" to mean death at any time, whether after irremoveability attached or before. The whole case affords a good illustration of the flexibility of a statute when it has to be applied to a state of things its authors never dreamt of, and of the tendency of modern judges to adopt any decently reasonable construction rather than allow an Act of Parliament to work injustice.

Six Wisconsin jurors recently voted by ballot. Juror No. 1 voted, "No case of action;" No. 2 voted, "Salt and battery Second De Gree;" No. 3 deemed the prisoner "Gilty of Salt;" No. 4 decided there was "no action of caus;" No. 5 voted it "assault and batory;" while No. 6 decided the prisoner "Guilty of an a salt only."

RECENT DECISIONS.

COMMON LAW.

STATUTE OF FRAUDS (29 CAR. 2, C. 3), S. 4—AGREEMENT RELATING TO THE SALE OF AN INTEREST IN LAND.

Horsey v. *Graham*, C. P., 18 W. R. 141.

The famous Statute of Frauds affords an inexhaustible supply of new points for the exercise of legal ingenuity. Although the statute is nearly two hundred years old, there is never a year in which some new question is not decided on the construction of its 4th or 17th sections. *Horsey* v. *Graham* is an instance of this. The defendant agreed to transfer to the plaintiff the residue of a term of years then in the possession of other persons. The action was for not transferring the term. The question was (amongst others), whether this agreement came within section 4 of the Statute of Frauds, as being "a contract or sale of lands, tenements, or hereditaments, or any interest in or concerning them." *Primâ facie* it would seem that there could be no doubt that such an agreement was a contract for an interest in land, but it was argued that it need not be in writing because the defendant was not the owner of the term of years and had no interest in it, and that his contract was rather like one for work and labour than for the sale of an interest in land. There was no direct authority on the point, but the Court held that the agreement was within the statute. Keating, J., although he did not formally dissent from the rest of the Court, expressed a doubt whether this section was meant "to apply to the case where one of the contracting parties has not, and does not intend himself to part with, some interest." Brett, J., in his judgment seems to answer this very satisfactorily: "if we put the converse case of the defendant suing the plaintiff on this contract, what would he be suing him for . . . not for work and labour, but for damages for not taking an assignment he had contracted to take. It could not be said then that that was not a contract concerning land, and was not within the Statute of Frauds."

Notwithstanding the doubt expressed by Keating, J., it is probable that this decision will be acquiesced in as being founded on the true construction of the statute. It seems reasonable that the nature of the contract should be gathered from its subject-matter and its scope, and not from the circumstances of the parties to the contract. An agreement by A. to sell land to B. must be a "contract or sale of land," &c., whether A. is or is not then the owner of the land agreed to be sold.

REVIEWS.

The Law Magazine and Law Review. February, 1870. No. LVI. New Series. London: Butterworths.

This number of the *Law Magazine* contains nothing of any peculiar interest, but there are several articles that are worth reading. Those most likely to attract attention on account of their titles are on "Trades Union Legislation," "The Land Question," and "The New Bankruptcy Act." The first of these discusses the present state of the law with respect to trades unions, and argues that the chief alterations required are that the funds of unions should be protected, that there should be perfect liberty for masters and men to combine together to do any act which would not be criminal if attempted to be done by an individual, and that every trades union should be registered. We gather from the tone of the article, although it is not so stated, that the author does not propose to give effect, in civil proceedings, to rules and agreements in restraint of trade. He only argues that such combinations should not be criminal. This, however, is now clearly law since the decision of *Reg.* v. *Stainer* in the Court for the Consideration of Crown Cases Reserved, which we noticed last week, and therefore no legislative interference is now necessary on this point. The article on the "Land Question" is composed almost exclusively of extracts from newspapers on the subject of the Irish land

question, and contains hardly any original matter. The article on the "New Bankruptcy Act" is a *resumé* of the law of bankruptcy under the new Act, and points out some of the changes that it has made. The remaining articles, on Life Assurance, the County Courts, Exemption of Private Property on the Ocean, the Charters of the City of London, Slander, the Law of Limitation, the Works of George Coode, the French Bar and Sanitary Law, are of the ordinary type, and do not contain anything calling for special notice.

There are the usual notices of new books and of the events of the quarter.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S-INN FIELDS.

(Before the CHIEF JUDGE.)

Feb. 15.—*Re E. F. Packer.*

Petition for liquidation by arrangement or composition—Bankruptcy Act, 1869, *sections* 125 *and* 126—*Injunction to restrain proceedings—260th rule.*

The debtor, on the 5th inst. filed in the London Court of Bankruptcy, a petition for liquidation by arrangement; and on the 7th, a levy was made on his effects by F. G. Packer, his brother, for £12 10s., arrears of annuity payable under the will of their father, and for a further sum of £17 10s., alleged to be due to him as residuary legatee.

It appeared that by the will of the father, the debtor was appointed sole executor, and he was empowered to collect the rents of certain houses, to pay certain annuities to his brothers, of whom F. G. Packer was one, and to divide the residue, after payment of repairs and ground rent equally between himself and F. G. Packer. By a codicil it was declared that the debtor and his brother were to hold the property as joint tenants. At the time of the petition being filed F. G. Packer was a creditor of the debtor for the sum of £12 10s., being one half year's annuity to which he was entitled under the terms of the will, and for which also he had power to distrain, and he also claimed £17 10s., which he alleged was due to him as his share of certain moneys received by the debtor for rents. The debtor repudiated the latter claim, and said that a larger sum than £17 10s. was due to him by way of arrears for repairs.

Brough, for the debtor, now applied, under the 260th of the new rules, for an order restraining F. G. Packer from proceeding to a sale of the debtor's effects. He said that the amount of the annuity already due had been tendered to the bailiff, but he had declined to receive it; and he contended that the object of the 260th rule was to protect the debtor's property, and that F. G. Packer had no right, under colour of a legal right to a certain sum by way of annuity, to endeavour to obtain a preference over the other creditors by making a levy for a larger sum than that to which he was entitled.

Reed, for F. G. Packer, contended that the Court had no jurisdiction to interfere, and, if it had, that the facts were not such as to warrant interference.

The CHIEF JUDGE said that F. G. Packer had no right to distrain for anything beyond the £12 10s., and the better way would be to make an order by consent that, upon payment of that sum, together with the costs of the levy, the bailiff should withdraw. His Lordship intimated, at the same time, that it was desirable in a case of this sort, where there were conflicting rights, to appoint a receiver.

Order accordingly.

Solicitor for the debtor, *Watson.*

Solicitor for F. G. Packer, *H. A. Reed.*

Re Trevett.

Bankruptcy Act, 1869, *ss.* 11, 15, 20, and 72.

In this case an interim injunction had been obtained at the instance of the trustee appointed under the adjudication, restraining Messrs. Harrison, auctioneers, from proceeding to a sale of the bankrupt's furniture and effects. It appeared that Messrs. Harrison held a bill of sale dated in September, 1869, and on the 12th of January the bankrupt signed a declaration of insolvency, which was the foundation of an adjudication obtained against him on the 14th. On the 18th, Messrs. Harrison took possession under their security, and proceeded to advertise a sale. The matter was noticed *ante* p. 316.

Reed now stated the facts, and asked that a perpetual injunction might be granted, on the ground that the goods were in the apparent possession of the bankrupt at the period of the act of bankruptcy.

Bagley for Messrs. Harrison.

The CHIEF JUDGE suggested that the proper course to adopt would be for the trustee, as representing the court and the creditors, to sell the goods; the proceeds to abide further order.

Counsel on both sides agreed to this mode of dealing with the case.

The CHIEF JUDGE added that there would be an order restraining Messrs. Harrison from remaining in possession of the property.

Solicitors, *J. Needham; Blackford & Riches.*

Feb. 16.—*Ex parte Paine, Re Bernadat.*

178*th and* 179*th Rules under Bankruptcy Act*, 1869.

This was an application on behalf of the trustee under an adjudication obtained against the bankrupt on the 12th of January, for an order for the commitment of Mr. Flight and several other persons for contempt of court.

Bagley and *Brough* for the trustee.

Sargood, Serjt., and *F. Knight* for the respondents.

The affidavits showed that in October last the bankrupt executed a mortgage of his premises in Leadenhall-street and of the fixtures therein to Mr. Flight, but the bankrupt remained in possession up to the period of the adjudication. On the 13th January notice of the bankruptcy was given to Mr. Flight, and on the following day his agents entered into possession of the premises. On the 15th the messenger went into possession on behalf of the registrar, pursuant to an order made on the previous day; and the trustee alleged that on the 22nd and 25th January Mr. Flight or his agents had improperly interfered with the messenger; that they had been guilty of other acts of aggression by removing or attempting to remove fixtures; and that considerable damage had been done.

Sargood, Serjt., objected at the outset to the reading in support of the application of affidavits other than those upon which it was made in the first instance.

Bagley contended that all the applicant was bound to do in the first instance was to make out a *primâ facie* case, and, by analogy to the practice in Chancery, that further affidavits could be filed up to the period of the hearing. In this case the additional affidavits had been served on the respondent's solicitor, and they had been answered inferentially.

The CHIEF JUDGE said this was an application to commit certain persons for contempt by reason of the facts contained in certain affidavits, and the grounds could not now be enlarged.

In support of the application several affidavits were read, and reference was made to *Ex parte Page*, 17 Ves. 59, also reported in Rose 1, deciding that a contumacious obstruction of the messenger was a contempt of court. It appeared that on two occasions some sixteen or seventeen men had entered the premises and had caused a great disturbance.

For the respondents it was contended that no disrespect to the authority of the Court was ever intended, and that the sole object of Mr. Flight had been to protect the fixtures from being distrained by the landlord, who did, on the 15th, come into possession; and that there was nothing upon the face of the affidavits to show that the men were placed in possession for the purpose of terrifying the messenger. It was a conflict between the mortgagee and the landlord and nothing more. *Dalton* v. *Whittem*, 12 L. J. N. S. Q. B. 55, was cited.

The CHIEF JUDGE, in giving judgment, said that up to the date of the bankruptcy nothing had been done by Mr. Flight with a view to possession being taken of the property, and his interest was in suspense for the time. There appeared to have been such an interference with the possession by the messenger that the Court was bound to vindicate its authority, otherwise claims might be put forward in other cases which would tend to obstruct the officers of the Court and defeat the law in bankruptcy. A dispute appeared to have arisen between the landlord and the mortgagee with regard to their right to the fixtures, and his Lordship was of opinion that the trustee was greatly to blame in not having set forth fully and fairly every part of his case; for, if the Court had known, upon the application being made, all that had taken place between Mr. Morley, the solicitor for the landlord, and Mr. Flight, what the real

facts were, and that there was no intention on the part of Mr. Flight to dispute the authority of the Court, but only to dispute the right of the landlord, a different order might have been made. What Mr. Flight had done was perfectly unjustifiable; he had no right to invade the possession of the messenger; and although the Court was not willing to go to the extent of the notice of motion now that the property was safe and free from invasion, an order would be made that the respondents pay the costs, except so far as those costs had been increased by the affidavits in reply, the statements in which, if made at all, should have been made in the first instance.

Order accordingly.

Solicitors for the trustee, *Ashurst, Morris & Co.*

Solicitors for the respondents, *Batt & Son.*

Feb. 16th.—*Ex parte the Agra Bank (Limited), Re Barber.*

Letter of guarantee—Right of proof.

This was an application by the Agra Bank (Limited), to prove a debt of £16,825, against the estate of James Barber & Co., which was being wound up under a registered deed dated October, 1867. The claim was made upon the terms of a letter of guarantee which the debtors had given to the bank in consideration of their granting a letter of credit to the Cachar Tea Company, to draw upon their bank at Calcutta to the extent of £20,000, as against tea to be forwarded to the debtors, from the proceeds of which tea the latter were to recoup themselves their liability. Between January and June, 1866, bills at six months, to the extent of £16,000, had been drawn. The bank stopped payment in June, 1866, and all these bills (excepting the last, which had been purchased by the bank) were dishonoured at maturity, but had since been paid in full by the bank. No tea had ever been forwarded by the Tea Company to the debtors, and the claim was now resisted by the trustees, upon several grounds, but mainly upon the fact that the circumstance of the bank having stopped payment was the cause of the tea not having been forwarded as intended, and that this had operated to their prejudice as sureties.

Finlay Knight for the bank; *Sargood, Serjt.*, for the trustees.

The Chief Judge, after reviewing the evidence, said that, upon the authority of *Re Agra Bank, Ex parte Tondeur*, 16 W.R. 270, the bank was in no default in not providing for the bills at maturity, and that the fact of the stoppage of the bank did not excuse the debtors or their principals from forwarding the goods, and that the other objections were invalid. As, however, the evidence did not sufficiently disclose when the bills had been paid, there must be a reference to the registrar to ascertain the precise amount which the bank was entitled to prove upon the above footing.

Solicitors for the bank, *Ashurst, Morris, & Co.*

Solicitors for the trustees, *Maynard & Co.*

APPOINTMENTS.

Mr. George Smith Ranson, solicitor, of Sunderland, has been appointed Under-Sheriff for the county of Durham for the present year. Mr. Ranson was certificated in Hilary Term, 1832.

Mr. Francis Hearle Cock, solicitor, of Truro, has been appointed Under-Sheriff of the County of Cornwall for the present year. Mr. Cock was certificated in Hilary Term, 1861.

Mr. Henry Hartley Fowler, solicitor, of Wolverhampton, has been appointed Under-Sheriff of Staffordshire for the current year. Mr. Fowler was certificated in Hilary Term, 1852, and is a member of the firm of Corser & Fowler, of Wolverhampton.

Mr. Francis Tregonwell Johns, solicitor, of Blandford (firm of King, Johns, & Traill), has been appointed Under-Sheriff for the county of Dorset for the present year. Mr. Johns was certificated in Hilary Term, 1843, and he holds the office of Deputy Registrar in the Court of the Archdeacon of Dorset.

Mr. Stephen Sanderson, solicitor, of Berwick-on-Tweed, has been appointed Under-Sheriff of the County of Northumberland for the current year. Mr. Sanderson was certificated in Easter Term, 1861, and holds the office of Sheriff of Berwick and Registrar of the Berwick County Court.

Mr. Thomas Watson, solicitor, of Durham, has been appointed Deputy Under-Sheriff for the county during the current year, under Mr. Ranson, of Sunderland. Mr. Watson was certificated in Trinity Term, 1865.

Mr. Robert W. Hand, solicitor, of Stafford, has been appointed to act as Under-Sheriff of Staffordshire, under Mr. Hartley Fowler.

Mr. Chantry, a London solicitor, has been appointed by the Lord Chancellor Assistant Registrar of the Birmingham County Court, and joined his appointment on the 14th of February.

Mr. Walter Thompson, solicitor, of Oxford, has been elected Clerk to the Oxford Board of Guardians, in the room of the late Mr. Henry Jacob. Mr. Thompson was certificated in Trinity Term, 1863.

GENERAL CORRESPONDENCE.

Insurance Companies and their Amalgamations.

We regret that we have not space this week for the long letter of "Another Policyholder in an Amalgamated Company."

The New Albert Life Assurance Company (Limited).

We have not space to insert Mr. Charles Henry Edmands' criticism of the rival reconstruction scheme which we noticed last week. We are glad to learn from Mr. Edmands' letter that the "New Albert Scheme" proposes that policyholders should be entitled both to attend and *vote* at meetings.

The Practice of the County Courts.

Sir,—The Judicature Commissioners next ask:—"18. Is it expedient to make any, and what, change in the fees allowed on taxation to either counsel or solicitors? 19. Ought the court fees payable by the suitors in the county courts to be reduced in common law, equity, or admiralty jurisdiction?"

These two questions relate to very important matters, and it is especially difficult to answer them properly in the form of a letter. I may, however, draw attention to a few salient points, a proper understanding of which may be productive of some good. And first as to the court fees payable in common law proceedings. These, as a general rule, are based on the sound principle of being few in number, easily understood by the suitors, and easily kept in account by the clerks. The three principal fees are—one shilling in the pound up to £20 for every plaint; a like sum for every judgment by default, or by consent, or on admission; and two shillings in the pound for every hearing where the demand is not admitted. Now, although I cannot deny that to charge a premium of fifteen per cent. on the administration of justice is a very burthensome tax, and I am clearly of opinion, with the County Court Commissioners of 1855, that the five per cent., at present payable on plaints, might safely be reduced to two and a-half per cent., still I am aware that to keep up the county court system a large sum, in addition to the annual Parliamentary grant, must be derived from the suitors themselves. The question, therefore, which I wish to discuss is not so much a question of amount as one of practical detail, and I think I shall be able to explain very clearly that an alteration, which was first made in 1862, with respect to the fee payable on admission has been extremely mischievous. Prior to that year the reduction of the hearing fee by one-half was only allowed in cases where, before the plaintiff actually appeared in court, the defendant had acknowledged the debt, and had come to terms as to the mode of payment. The object of charging a less fee in this case than on a hearing was to induce defendants who had no real answer to the claims against them, to save the time of their opponents and of the Court by consenting to judgment being entered up. It enabled a creditor to say to a debtor, with a good chance of the latter listening to what was said, "You know you owe me the money I demand, save me the annoyance of going into court, and you will yourself escape one-half of the hearing fee."

The County Court Commissioners, with whom this plan originated, thought that it would relieve the judges from much troublesome routine business, which might be safely permitted to "do itself;" and no doubt it has had that effect to a very great extent. But, unfortunately, in 1862, the Lords of the Treasury, unmindful of the reasons which had led the County Court Commissioners to frame the rule, and desirous of, as they fancied, improving upon it, made an order that in all cases where the defendant or his agent should, at the hearing, admit the claim, the hearing fee should be reduced from ten to five per cent. It will readily be understood that the effect of this new order was in a great degree to neutralise the good which the County Court Commissioners had done. The defendants having no longer any special motive for making an early admission, are apt to put off that disagreeable process to the last available moment, trusting to what is called "the chapter of accidents," which may prevent the plaintiff from appearing at the trial. The time of the Court is then once more taken up in settling disputes, which the parties could equally well have settled between themselves; but this is the least of the evils caused by the new order.

As all fees in the county courts are prepaid, the effect of an admission at the trial is to entitle the plaintiff to a *return* of half the hearing fee, and this brings in its train two serious inconveniences. One is, that the fee book, of necessity, is kept in a chronic state of erasure and interpolation, the admission fee being substituted, in a multitude of cases, for the hearing fee, and the accounts embrangled in consequence. The other is, that as few of the plaintiffs are "well up" in all the technical rules of the court, it constantly happens that they are not aware of their right to any return of fees; and they consequently make no demand on the subject. This affords an opportunity to the clerk for peculation on a large scale, and holds out a temptation to malpractices to which no man ought to be exposed.

In the schedule of fees which was sanctioned in 1867, and which is still in force, the mischievous order of 1862, which I have just discussed, was again inserted, and that schedule also contains two other fees of trifling amount indeed, but both of which are faulty in principle and pernicious in practice. The first is an additional fee of one shilling, when the claim exceeds £2, and the summons is to be served by the bailiff; the second is a like fee of one shilling "for each defendant above three." What renders this last fee the more remarkable is, that the Lords of the Treasury have been unwisely recommended to impose it, in direct opposition to the advice of the County Court Commissioners, who expressed a unanimous opinion that "no increase of fees should be made by reason of there being more than one plaintiff or defendant." The mischief caused by these fees is, that they confuse the accounts, and by affording convenient excuses for mistakes, they facilitate frauds.

Turning now to the fees and costs payable in equitable proceedings, I have no hesitation in expressing an opinion, that the schedules sanctioned by the authorities are altogether faulty. Just imagine two scales of court fees, one where the subject of the suit exceeds, and one where it does not exceed, £100, in both of which the registrar is empowered to receive between thirty and forty separate fees, while the high bailiff may make the suitor "stand and deliver" on eight or ten different occasions. I will not attempt to enumerate the costs which may be demanded by the legal adviser; suffice it to say that their name, like that of the devils of old, should be "Legion," for they are very many, and it would require more leisure than most men possess to become acquainted with their details. All that I can do is to illustrate the practical working of the system, by referring briefly to the costs incurred in two or three simple suits which have been disposed of in my own court.

The first I shall mention was an administration suit, in which the plaintiff sought to recover a legacy of £80, and the executor had a counter-claim for certain disbursements. The Court ordered that the plaintiff should receive £53 6s. and costs, and these last were taxed on the lower scale at £18 17s. 8d. The next was also an administration suit, in which the question to be determined was, which of two charitable institutions was entitled to a legacy of £180. Part of the description was applicable to one of the charities and part to the other. "The voice was Jacob's voice, but the hands were the hands of Esau." I heard one or two witnesses for the purpose of obtaining full information respecting the two charities, and decided in favour of the claimants. The costs as taxed on the higher scale were as follow:—Costs of the claimants £18 6s. 4d, costs of the other charity £6 2s., costs of the trustees £9 15s. 6d., making a total of £34 3s. 10d. The only remaining case I shall mention was a suit for dissolution of partnership. After a receiver had been appointed, an interlocutory application was made, on behalf of the landlord of the partnership premises, for £20, being a year's rent, to be paid out of funds in the receiver's hands. There was no opposition to this demand, and it was granted at once, with costs. When the costs were sent in for taxation, the registrar was startled to find a claim for £15, the landlord's solicitor contending that, as the partnership property exceeded £100 in value, he was entitled to have the costs taxed on the higher scale. The registrar could not "see this," nor could I; and ultimately the costs were taxed on the lower scale at £6 1s. I leave the commissioners to decide for themselves whether the law does not require large amendment, which enables an attorney to recover such costs for such services.

A METROPOLITAN COUNTY COURT JUDGE.

Sir,—The observations sent herewith were written at the suggestion of one of the Liverpool county court judges, and were much approved by him. If you consider them fit for your journal they are at your service.

I know that the complaints I make are those also of a great body of the profession, and I believe that when legislation on a subject is imminent, ventilating the imperfections of the present system best leads the way to its amendment. JOHN JOSH. YATES.

11, South John-street, Liverpool,
7th February.

Sir,—An entire remodelling of the system of county court practice is suggested by most of the provincial law societies, and their suggestions will come before the Judicature Commission.

But assuming it to be wiser that the practice should be left substantially in its present state, there are certain faults which the interests of the public require to be dealt with at once. The existence of these faults for a long time caused avoidance of the county court by suitors in money cases; but now that suitors are forced to that court under penalty of losing their costs, the difficulties which kept them away should in fairness be removed.

The first objection, and that most substantially felt, is the absence of an efficient procedure to obtain judgment by default. As matter of practice it is well known to solicitors that of the number of actions in the superior courts and courts of passage which they commence in the course of a year, nine-tenths do not go beyond plea, judgment by default being obtained either for want of appearance or of plea; the great majority of such judgments, however, are for want of appearance. In most cases service of the writ is effected within three days after the writ is issued, and the plaintiff is entitled to issue execution in nineteen days, but very frequently defendant pays several days before the time for execution. The result is that a plaintiff recovers his account without being put to any trouble but that of giving the first instructions to his attorney.

It is answered that in certain cases the county courts permit judgment by default. Why in certain cases at all? why not in all cases, or at least in all cases above

£5, if there should be a limit, which is very doubtful? To permit judgment by default in all cases above £5 would unquestionably be a very great advantage to plaintiffs, and to *bonâ fide* defendants it would only give a little extra trouble, and the disadvantage which would ensue to those who had no defence would hardly be ground for objection. But to deal in order of their age with those cases in which judgment by default may now be obtained in the county court:—

1. In actions on bills of exchange the chief objection to the formula of obtaining judgment is that the summons must be personally served by officers of the court.

2. In actions above £20. The objections to this formula are that too long a time is occupied, that the summons requires personal service by a bailiff of the court. (1.) From the day of issuing a summons to the return day there is generally an interval of about five weeks, and until that return day the plaintiff cannot obtain his judgment. Why should he be so long delayed? If the practice of the county court in this respect be right, then that of the superior courts must work injustice, and *vice versâ*. (2.) In the populous districts of some county courts a very large number of summonses are issued every day, and there are not a very large number of bailiffs to serve them. The time of those bailiffs being fully occupied with summonses which do not require personal service, it is impossible for them to give to personal service that time and attention which is required to securely effect it. Some men can only be found at certain times in the day, some only by constant watching, and others must be followed about. The plaintiffs only know these peculiarities of their debtors, they can effect or direct service, but how can the county court bailiff be expected to succeed in such cases; they do not succeed, and in consequence the suitor who adopts this provision for obtaining judgment loses his time and trouble, and instead of recovering his debt, has to begin his proceedings over and over again. Can any sensible reason be assigned why the plaintiffs should not get served as *they* like the documents upon which *they* depend for success?

3. Section 2, County Courts Act, 1867. This was a step in the right direction but was a lame step and did not go far enough. First, the time occupied in obtaining judgment is much too long. Secondly, why is it limited to actions for goods to be dealt with in the way of defendant's calling? It will be found in experience that debts for goods so supplied are generally punctually paid, and actions for their recovery are seldom met with in a county court. The staple classes of county court claims are those for goods supplied for personal use or consumption, for work, or money. Thus, this section is of little use, and has been little used; it is a great cry with very little wool.

The next objection is that the plaintiff is not entitled to sue in the county court of the district in which he resides unless the defendant resides or the cause of action arose in it. Why should a man be obliged to follow his debtor about? A great quantity of the sales of goods which are effected throughout the country are made by travellers for large houses in large towns. That the necessary witnesses should go down to the country place to prove a small debt is out of the question —the expense and inconvenience would exceed the amount involved. Therefore, the creditor, rather than bring an action in the debtor's county court, abandons the debt, and it has been known that debtors, well able to pay, have constantly avoided doing so by placing reliance on the difficulties besetting their creditors in this respect. All injustice to debtors might be avoided by power being given to the Court to remove any cause on good reason being shown.

Thirdly. There should be something more in the nature of pleadings on the plaintiff's side. The statement in the summons taken with the particulars is generally sufficient, but under the present practice there is nothing to tell a plaintiff what case he has to meet unless a few special defences which are not of very general occurrence are used. In ordinary actions on the money counts there will generally be no defence, or no defence except that of payment. That is a defence which must be pleaded in the other courts, and if that is the only defence the plaintiff will not be put to the trouble of proving his claim, or, if the defendant puts him to that trouble, it will be at the former's expense. But where a similar defence is to be raised in the county court action, the plaintiff must nevertheless be prepared to prove his own case entirely; he must have in attendance the clerk or traveller who sold the goods, and the carters who delivered them; and when it turns out that such witnesses were wholly unnecessary, and he is beaten on the question of payment, he has no remedy for the extra expense he has been put to. Again, take the case of an action on a bill of exchange; the plaintiff may be put to prove signature, consideration (if action against drawer), presentment, and notice of dishonour. It may very often happen that each of these defences may require separate witnesses, with all of whom the plaintiff, to be safe, must be provided when one only will turn out to be necessary. Again, take the common case of a collision between two vehicles; the plaintiff must not only be prepared with witnesses of the occurrence, who are often numerous enough, but also with evidence of the ownership of his own and the defendant's vehicles. These cases will show sufficiently that a plaintiff may be put to considerable trouble and expense by coming to trial unaware of his adversary's defence, and the remedy for the grievance would be very simple; concede an extended power of obtaining judgment by default, and you have already imposed on the defendant the necessity for giving notice of that defence; then let him add to his notice a simple statement of the grounds of his defence. The defendant should be confined to those grounds at the hearing, subject to a power reserved to the judge to amend on terms, if necessary, and a successful defendant should pay the costs occasioned by his stating more grounds of defence than he proves.

Some power to obtain further particulars of plaintiff's claim would occasionally be a boon; at present, the only means of obtaining them is to administer interrogatories.

No doubt the alterations which are here suggested would lead to increased expense in many cases, and a new scale of costs in actions, say between £5 and £20, and the employment of attorneys in those actions would become necessary. But is that an evil? Many are the cases in which a county court judge is materially assisted in doing substantial justice between the parties by the dispute being thoroughly sifted by a skilled advocate on each side. Besides, by judgments by default the Court would be freed from the trial of cases in which there was no dispute, and where there is a substantial dispute suitors are entitled to have skilled assistance, and are not to be called upon either to unravel the difficulties of our somewhat complicated laws themselves, or to be obliged, irrespective of the justice or injustice of the case, to pay for the assistance they require. No attorney can, for the miserable fee now allowed under £20, properly get up a disputed case; no doubt many profess to do so, but they generally only give to the case that attention which the fee deserves. The work of an attorney, like that of any other person, will be proportioned in skill and labour to the remuneration received.

With reference to the practice in Admiralty there is very little to complain of, except that there should be a power to consolidate suits, and that in actions for wages an amount, say £10, should be fixed as the lowest limit of a verdict which would carry costs. The inexpensive procedure before justices is sufficient for small claims for wages; it was almost invariably considered satisfactory before 1868, and it is a great grievance to shipowners that in contesting a few shillings of a sailor's claim for wages they should render themselves liable to costs amounting to between £14 and £20.

At the same time, however, while it is admitted that the present practice in Admiralty does not much in-

juriously affect suitors it is plain that the labours of the judges and the officers of the court must be seriously increased. If a certain jurisdiction *in rem* be reserved, and the suggestions as to notice of defence made in this paper be acted upon, it is difficult to see why all Admiralty cases, except perhaps actions for collision and salvage, should not follow the procedure of the court in ordinary cases. Collision and salvage cases are excepted, because in them a more extended statement of the facts giving rise to a plaintiff's claim than could be contained in an ordinary summons is imperatively necessary.

With regard to equity practice, it is impossible that could be assimilated to the ordinary practice, because, except in two cases, the decree of the Court could not be worked out by the use of any of the powers by which the Court enforces its orders in common law causes. Those two cases are, (1) the claim of a legatee in an administration suit; (2) the claim of a creditor in a similar suit. Now, although "A Metropolitan County Court Judge" has written in the *Solicitors' Journal* to a contrary effect, the writer thinks that any one conversant with equity practice will see at once that even in those two cases, in the event of a defendant disputing the claim, justice could not be properly dealt out to a plaintiff in an ordinary trial in the court. A creditor or legatee usually knows very little as to the assets of the intestate or testator, and has little or no means of coming to trial prepared to rebut a defendant's statement that there are no assets or that the assets are fully administered. He would be at the mercy of a defendant unless he had the means of extracting from the defendant himself information as to the estate, and fully investigating his payments and receipts. Where it was stated that the estate was insolvent the claimant in that case, as in every other case of insolvency, should have ample opportunity of testing the alleged insolvency. On the other hand, if the claim be admitted or decreed for on the hearing, and there be no insolvency, no injury need, except from his own fault, accrue to the defendant, because it is or ought to be well known that an administration suit by creditor or legatee can at any time be put an end to by payment of the particular debt or legacy.

But the amount of court fees in equity suits is very objectionable, and negatives the intention of providing cheap justice. No doubt the scale of fees has been framed upon the principle acted on in the formation of the county courts, that they should be self supporting; but is not the principle wrong? Why should suitors who claim small sums pay all the expenses of the courts they make use of while those who claim large sums only pay a part of the expense of the courts in which they sue. In an equity case in the county court contested, and in which the rule is that both parties' costs come out of the estate, an estate of £100 is generally divided between the lawyers and the court fees, the latter taking a very large slice.

Before closing these remarks a few words may be said as to those common law cases which are sent for trial after issue joined. No doubt they occupy a portion of the time of the Court, and to that extent prejudice the legitimate suitors in the county court. It is never with any semblance of reason contended that these cases are not originally fit for the court in which they are actually tried, but their being brought in the superior court is the fault of the inadequacy of the county court procedure before trial. When an attorney is instructed to recover a debt, say of £30, he looks first to obtaining an immediate judgment if the claim be admitted; and, secondly, to knowing what he has to try if a trial is to take place. He finds that he cannot be secure of attaining either of these objects by commencing proceedings in a county court; and therefore goes to a superior court, and ultimately he comes to trial before a county court judge, having failed, but only after an effort, to obtain judgment by default, with a full knowledge of the questions to be tried.

JOHN JOSEPH YATES.

BOULTON'S CASE—REVISION OF THE STAMP LAW.

Sir,—I congratulate the Manchester Law Association upon the prompt energy and spirit they have displayed in coming to the rescue with their memorial to the Chancellor of the Exchequer.

The memorial states that during the last twenty years nine Acts having stamps for their principal subject have been passed; but the fact is that *nineteen* Stamp Acts, properly so called, have been passed within that period, as you will see at a glance by the printed and MS. lists enclosed.

The memorialists, too, in asking Mr. Lowe to undertake a consolidation of the stamp laws, ignore the fact that he, at the beginning of last session, in reply to the inquiry of a member, told the House that the Solicitors of Inland Revenue were then engaged upon the work of consolidation, and that if not that (last) session, yet most certainly next (the present) session he hoped to introduce a bill for the purpose; and yet that nothing whatever is intimated in the Queen's speech of this session upon the subject.

The memorial says that many hundred building leases must have been invalidated for purposes of evidence by the decision in *Boulton's case*. Seeing that the question of the chargeability of the separate 35s. stamp was never before raised until the Inland Revenue authorities just recently raised it, and that no one lease made since the passing of the Act in 1854 bears the stamp, as I believe—rather, therefore, than hundreds, it may be said that *thousands* of leases are so invalidated for want of it.

Not to refer to other points touched upon by the memorial, I will just observe that one is glad to find it boldly urging consolidation and general revision. This question of consolidation and revision is not, however, new to your columns; nor that of the objectionable legislation upon the stamp duties, and the bad framing of the Acts, which during recent years—and in lieu of consolidation—we have been favoured with. In particular it has been complained that, while so many heads of duty have been reduced, and many deeds and instruments which were charged with the "deed," or a fixed duty approximating to it in amount, have been charged with a lesser duty, yet that this "deed" stamp was allowed to remain at 35s.—and so to operate with great harshness in many cases, relatively with other duties, and to create gross anomaly and inconsistence in the Acts as a body; and we could not have had a further and stronger proof of this than the result of the decision in *Boulton's case*.

To conclude with a word or two more on this case, I do not hesitate saying that the construction and application given by the Court to section 16 of the 17 & 18 Vict. c. 84, will go to extend it, and so charge the 35s. in—I may say many—other cases besides building leases, and where it will operate with equal hardship and inconsistency, and where, equally with building leases, the framers of the Act never intended it should apply. And, indeed, I believe I can say that the Inland Revenue Solicitors, emboldened by the decision in *Boulton's case*, are asking for payment of the 35s. in other cases than the leases, which were never suggested as being chargeable by their very able predecessors in office.

These last remarks of mine touch upon a subject which is scarcely second in importance—as regards the interest of the profession *and the Revenue* to that of consolidation and revision of the Acts—I mean the recently changed views, practice, and organisation of the Inland Revenue Office. This subject cannot be adequately dealt with at the end of a hurried letter, and, therefore, I will end with only expressing surprise that the profession, and especially our societies, have not ere this openly and energetically moved in the matter.

VERITAS.

Feb. 14.

COSTS.

Sir,—Does the practice of any of your readers enable them to decide, or even to venture an opinion on, the following case:—I know of no decision in point, nor does my pleader, though in extensive practice. It became needful to bring an action for an account against an agent who had received rents for the plaintiff. What *amount* he had received was not known, but it was believed some £70. This surmise turned out correct, for on administering interrogatories, the reply was, that he had received nearly that sum, but claimed a set off which would reduce the amount due to some £3. Now, the set off is notoriously "cooked," and there is a great reason to hope that it can

be reduced, and even if the plaintiff failed in reducing it, as a balance is admitted, if that balance would carry the costs, it would be prudent for him to continue the action, as he has two motives; one, to get the set off reduced, and the other to get his costs, which as the £3 is not paid into court he cannot get without going to trial or reference. The question is therefore, would the recovery of this admitted balance carry the costs ?

It is presumed the point turns upon whether a judge would, or would not, certify for costs under the 5th section of the County Courts Act, 1867. On the "*pro*" side it will be seen that the plaintiff was compelled to sue in a superior court, as he had good reason to believe the defendant owed above £50, and he had no means of knowing what set off defendant would claim ; and, in fact, he has proved by defendant's own admission that more than £50 was due to him, and this proof is only obtained *by the action*, as all efforts to get an account without proceedings were futile. On the "*con*" side there are the two facts; one, if he cannot disturb the set off, £3 only will be recovered, the other, that even if he *can* reduce the set off, he cannot hope to reduce it so much as to bring the sum recovered to above £20. LEX.

STAMPS ON BUILDING LEASES.

The following correspondence has been forwarded to us for publication :—

[Copy.]

Boulton v. *The Commissioners of Inland Revenue.*

Shannon Court, Bristol, 12th Feb., 1870.

Sir,—Referring to your letter of the 31st ult. to Messrs. Oliver & Botterell, solicitors, Sunderland, stating that the Commissioners of Inland Revenue have determined not to exact any penalties on the re-stamping of deeds shown to be insufficiently stamped by the decision in this case, where they are taken to be stamped within a reasonable time, we beg to enquire whether a delay until the end of the present Session of Parliament in sending deeds insufficiently stamped to have the needful stamps affixed, pending the issue of the petitions now being sent from solicitors in all parts of the country, praying Parliament to pass without loss of time a measure of indemnity and repeal, will necessitate an exactment of the penalties ?—We are, Sir, your obedient servants, ISAAC COOKE & SONS.

To the Solicitor of Inland Revenue,
Somerset House, London, W.C.

[Copy.]

Solicitor's Department, Somerset House,
London, W.C., 15th Feb., 1870.

Gentlemen,—In reply to your letter of the 12th inst., I beg to say that a delay in sending instruments of the description to which you refer, pending the determination of the Government with reference to an Indemnity Act, would not, in my opinion, be unreasonable.—I am, Gentlemen, your obedient servant, W. H. MELVILL,
Solicitor of Inland Revenue.

Messrs. Isaac Cooke & Sons.

LIABILITY OF SCOTCH RAILWAY COMPANY FOR LUGGAGE BOOKED TO LONDON.

Sir,—A gentleman leaving Scotland to reside in England takes a ticket at the Caledonian Railway Station at Glasgow as a passenger to London. His luggage is duly addressed ; it is labelled by a porter to the company, and put into the luggage van. The luggage is lost on the journey, and the passenger, after efforts made to obtain compensation from the Railway Company, is left to his remedy against them at law. The Company have no place of business in England, but their passengers are forwarded from Scotland to London by the London and North Western Railway Company. Can you inform me, by a future number of your journal, if, by the general law of Scotland or by statute, the Company would be liable by contract express or implied, to compensate the passenger for his loss ; or in other words, were the Company bound to take care of the luggage ? If they were bound by the general law of Scotland or by statute, can or cannot the passenger sue the Company in England, or must he resort to the Scotch courts for his remedy against the Caledonian Railway Company ?

It is stated by a writer to the signet residing at Glasgow, that a decision upon the point has recently been pronounced by one of the Scotch courts, that the remedy is in Scotland only. This may or may not be so, but if so the answer to query No. 7 in your journal of the 22nd ult (common law questions) suggests the doubt I entertain upon the question I now put, and that possibly the passenger has a right to sue in England. At any rate the answer might elucidate the principle of the maxim, "*debitum et contractus sunt nullius loci.*" QUESTIO.

LOVESY'S BANKRUPTCY.

Sir,—I venture to observe that you have omitted to notice a fault in this little work in your review. I do not know how other practitioners may regard it, but I look upon the fault to which I allude as a very grave one ; at all events it has caused me much annoyance, and I cannot help thinking that if Mr. Lovesy will not or cannot alter his book, he ought to alter the advertisement of it in your journal by which I was misled, and by which others also will be misled I should think. In the advertisement I am informed that the book contains "The Debtors Act, 1869," but when I get it the most important part of this statute (the sections from 3 to 9) is altogether omitted, so that I say it does *not* contain "The Debtors Act, 1869." It is very true that Mr. Lovesy states he has left out these provisions because they do not relate to bankruptcy; but one cannot know this fact till one gets the book itself, and it is then too late for the publishers on being referred to say "they are sorry, but the book is quite perfect" : so it is as Mr. Lovesy *wrote* it, but not as Lovesy *advertised* it.

A SOLICITOR.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 14.—*Sunday Trading.*—Lord Chelmsford introduced a bill.

HOUSE OF COMMONS.

Feb. 11.—*The New Law Courts.*—In reply to Mr. Headlam, the First Commissioner of Works said that Mr. Street was now engaged by his directions in drawing up plans for the construction of the Courts within the limits of the site prescribed by the Act passed in 1865, also within the limits of the funds which were provided by the Act passed in the same year.

Farm Horse Licences.—In reply to Mr. Milbank, the Chancellor of the Exchequer said he had no intention of bringing in a bill exempting farm horses from licence when employed in hauling for parish road repairs.

Returning Officers' Expenses.—Serjeant Simon moved, *apropos* of the Southwark election, that in the opinion of the House it was inexpedient that the expenses at elections should be any longer left to the discretion of returning officers.

The Solicitor-General said the contract between returning officer and candidate beforehand was purely optional on both sides. In the absence of such contract the officer was bound by law to afford reasonable accommodation, recouping himself subsequently from the candidate, and in the Southwark case the officer had said that he should refuse to the candidate who declined to contract that reasonable accommodation which would put him on an equality with those who had contracted ; a position which the officer had no right to take, and by which he incurred the risk of an action. The officer's position might be hard, but such by law it was. The subject should before long receive the attention of the Government.

Motion withdrawn.

Married Women's Property.—Mr. Russell Gurney introduced a bill.

Feb. 14.—*The Vacant Common Law Judgeship.*—In reply to Mr. Stavely Hill, Mr. Gladstone said that before the last general election three extra judges were appointed to try election petitions. That business had almost entirely gone by, and, consequently, the Government did not intend to fill up the vacancy. There was a special reason for not doing so now, because bills having reference to the higher courts of judicature had been announced in the Speech from the Throne. To remedy the inconvenience arising from the relative strength of the Judicial Bench in different courts pending the consideration of those measures, the Lord Chancellor would introduce a bill next week in the House of Lords.

The Ballot.—Mr. Leatham introduced a bill.

Merchant Shipping Law Consolidation.—Mr. Shaw-Lefevre obtained leave to introduce a bill.

Feb. 15.—*Land Tenure (Ireland).*—Mr. Gladstone obtained leave to introduce the Government bill.

Feb. 16.—*Marriage with Deceased Wife's Sister.*—Bill read the second time, without debate.

Electoral Disabilities of Women.—Bill introduced.

Summoning of Juries.—Bill to amend the law introduced.

Revesting of Mortgages.—Mr. Dodds introduced a bill to facilitate the revesting of mortgages in the mortgagors. The bill would not extend to Scotland.

OBITUARY.

MR. C. BECKINGTON.

Mr. Charles Beckington, who was for many years an attorney of Newcastle on-Tyne, died there on the 1st of February, aged fifty-four years. He was certificated in Michaelmas Term, 1835.

MR. C. J. SHEBBEARE.

We have to record the death of Mr. Charles John Shebbeare, Barrister-at-Law, which took place suddenly, at Surbiton Hill, on the 12th of February, at the age of seventy-six years. Mr. Shebbeare was educated at Queen's College, Cambridge, where he graduated M.A. in 1841. He was called to the Bar at Gray's-inn in January, 1837, and practised for many years as an equity draughtsman and conveyancer.

MR. C. TAYLOR.

Mr. Charles Taylor, formerly a solicitor of Sunderland, died at Temple House, Surbiton Hill (the residence of his brother) on the 12th February, at the age of fifty-five years. The deceased gentleman was the eldest son of the late Mr. Thomas Taylor, of Sunderland; and we learn from a *Law List* for 1846 that he was then Clerk to the Commissioners appointed to carry out the provisions of the Bishopwearmouth Paving and Lighting Act. Soon after that time he seems to have retired from the profession, as his name has disappeared from subsequent issues.

MR. R. J. GAINSFORD.

The death of Mr. Robert John Gainsford, solicitor, of Sheffield, and of Durnall Hall, near that city, took place on the 6th February, at Rome, to which city (being a Roman Catholic) he went in November last, to attend the sittings of the Œcumenical Council. The late Mr. Gainsford took out his attorney's certificate in Easter Term, 1831, and was formerly in partnership with the late Mr. Edward Bramley, Town Clerk of Sheffield, and latterly with his son Mr. Herbert Bramley, under the style and title of Gainsford & Bramley. Mr. Gainsford held the office of registrar of marriages, &c., for Sheffield, and was secretary to the Liberal Association of the West Riding of Yorkshire, and fought the last two electoral battles successfully. He was also a member of the Roman Catholic Poor School Committee, and took part in the proceedings held at the Birmingham Town Hall, on the 15th November last, in support of the denominational system of education. He contributed to the periodical literature of the day, and was a writer for the *Dublin Review*. Mr. Gainsford was in his sixty-fourth year at the time of his death.

MR. T. FOWLE.

Mr. Thomas Fowle, solicitor, of Northallerton, in Yorkshire, expired on the 11th February. Mr. Fowle's certificate as a solicitor dates from Michaelmas Term, 1831, and he held the office of clerk to the Commissoners of Land, Income, and Assessed Taxes for the Northallerton district. He was also steward of the halmote court and all temporal courts within the manor of Allerton and Allertonshire, and steward of the respective manors of Thorntonlee-Moor, Morton-upon-Swale, and Welbury. Since 1859 he has been in partnership with his son, Mr. William Fowle.

Mr. Henry James, Q.C., M.P. for Taunton, has been elected a Bencher of the Hon. Society of the Middle Temple. Mr. James was called to the bar at the Middle Temple in January, 1852, and was created a Queen's Counsel in 1869.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of this society held on Tuesday the 15th inst., Mr. Hargreaves in the chair, the following question was discussed:—"Was the Government justified in suspending Mr. Madden from his office of magistrate, on account of the letter which he recently addressed to the Secretary for Ireland, declining the office of high sheriff?" Mr. Munton opened the debate in the affirmative, and when, after a very animated discussion the society divided, the number of votes on either side was found to be equal. The Chairman gave his casting vote in the affirmative, in which view the question was declared to be carried. The debate was well sustained throughout and was certainly the best that has taken place this session. The number of members present was twenty-eight.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

A Law Benevolent Corporation.*

A relation of mine—a medical practioner—sends three sons to the Medical College at Epsom. On enquiry, I find that they are educated at a very moderate cost, and that fifty boys, the sons of decayed medical men are boarded, lodged and taught there *freely:* moreover, that there is annexed to it an almshouse for decayed doctors, their widows and families. I then remembered the Charterhouse, for old decayed gentlemen and boys. And I said to myself—I had felt it for years, but it came up now in brighter colours—Why should not lawyers have a Law College, or (I preferred a term smacking more of antiquity) a Law House? I sat down and wrote the following circular:—

"21, Great George-street, Westminster, S.W.,
August 18, 1869.

"The Law House.

"My Dear Sir,—Permit me to beg your attention to my proposal to organise an Incorporated Institution for the benefit of decayed members of the legal profession and their families, and for the education of the children of members, under the above or some other appropriate title.

"There are Societies for the Education of the sons of members of the other professions, and of many branches of trade, and for aiding decayed members, and their widows and children. But the profession of the law has no such institution.

"It is true that there are two Societies who give annuities, or temporary relief, to decayed solicitors and their families; but the Solicitors' Benevolent Association is only enabled, at present, to give £475 a-year, and the older Law Association can only give £1,400 a year, and this is confined to Metropolitan Solicitors.

"There is then no institution for aiding decayed Barristers, their widows and children. There is no institution for educating, free of charge, or at a moderate rate, the children of either branch of the profession. There is only £475 a year for the Solicitors of all England, and £1,400 a year for those of the metropolis.

"Among the old foundations, the Charterhouse, and among new Societies, the Medical College at Epsom, form admirable models.

"At the latter, twenty-four pensioners, being aged medical men, or their widows, find a comfortable home, and the number will be increased. There are resident in the college 200 boys, the sons of medical men, fifty of whom as foundation scholars are educated, clothed, and maintained at the expense of the institution. The remainder (except a few exhibitioners, who pay less) are charged £40 a year each for an education of the highest class, board, washing, use of books, &c.

"The experience of both these institutions points to the desirability of separating the buildings for the pensioners from the schools.

"As to the necessity of such an institution for lawyers, there can be no doubt. The directors of the Law Association, of whom I am one, have but too often to listen to details of the miseries of applicants which they cannot sufficiently relieve. The decayed barrister or soli-

* A paper read at the Metropolitan and Provincial Law Association meeting on the 19th October, 1869, by Mr. John M. Clabon.

citor keeps his miseries to himself—to divulge them would destroy all remaining hope of practice.

"Will you aid me in establishing an incorporated association, for the benefit of the legal profession, on the same footing as the medical college at Epsom.

"If twenty members of the two branches of the profession will join me, I will, adding their names to mine, issue a circular to the Lord Chancellor, and the whole profession, and lay the result before a general meeting.

"I will undertake all preliminary labour, and a large share of all subsequent labour, while life and health are spared, in any honorary position which may be thought best.

"JOHN M. CLABON."

This was sent as follows:—

Queen's counsel	21	36
Other barristers	15	
London solicitors	150	220
Country solicitors	70	
		256

With all of whom I could claim such an acquaintance as enabled me to address them as "My dear sir."

The letters went out at an unfortunate time, just at the beginning of the Long Vacation, or I think I should have had more replies than the following:—

Queen's counsel	4	9
Other barristers	5	
London solicitors	35	60
Country solicitors	25	
		69

Taking the question to be a general one, that of the propriety of giving more aid to poor lawyers, by educating their children, and by pensioning themselves and their families, the replies may be thus classified—

	Favourable.	Unfavourable.
Queen's counsel ...	3 ...	1
Other barristers ...	4 ...	1
London solicitors ...	24 ...	11
Country solicitors ...	20 ...	5
	51	18

But the greater part of the unfavourable replies were founded on personal reasons, such as old age, pre-occupation, and the like. There were but three—one from a Queen's counsel, one from a London solicitor, and one from a country solicitor, which were decidedly hostile.

And I have the pleasure to add that I am at liberty to make use of 25 names—viz., 12 London solicitors, and 13 country solicitors of position, who will aid in the scheme.

But I have been talking generally. I need not tell you that in 69 letters, numerous opinions were expressed. These, with the reasons given for them, have led to the following modification in my ideas.

1. That it is not expedient to join the Bar and the attorneys and solicitors in one benevolent movement. There would be jealousy between them, and there is not enough evidence of a desire on the part of the Bar to join.

2. That it is not desirable to spend a large sum in buildings.

3. That class schools are not desirable.

4. That educational help will best be given by granting sums to those who want it, to enable them to send their sons *and daughters* to schools of their own selection.

5. That adults brought together into almshouses, and away from their families and friends and old neighbourhoods, come there unwillingly, and that such almshouses are apt to become places of restraint and scandal talking.

6. That help to decayed attorneys and solicitors and their families will best be given by pensions.

My scheme therefore resolves itself into one for granting pensions—

(1.) To aid the education of the sons and daughters of poor attorneys and solicitors.

(2.) To support themselves or their families.

Here arises a question which is much dwelt on by many of my correspondents, viz., That it is not expedient to multiply societies of similar objects, and that if a new Benevolent Society were established, it would injure the existing ones. I am much inclined to assent to this, as a general proposition; and I see no reason why the Solicitors' Benevolent Association (the Law Association is confined to the metropolis) should not join the new movement.

Mr. Kimber has already tried to join an educational branch to the Solicitors' Benevolent Association, but he met with no sufficient support.

The following was his proposal:—

"Outline of a Preliminary Proposal for the establishment of a College for the Sons of Solicitors and others.

"1. The basis and the object of this proposal is—

"The education of the sons of attorneys, solicitors and proctors in England and Wales, on the principle of a certain proportion (to be hereafter fixed) being provided with education and maintenance (or education only) at the expense of the college, and the remainder at the lowest rate practicable.

"The college not by any means to be an exclusive one—the sons of gentlemen other than attorneys to be admissible, but not at the same rates as sons of attorneys.

"Power to extend to sons of barristers the same advantage as to sons of attorneys and solicitors, if experience should shew it to be advantageous.

"2. The college is proposed to be in connection with the Solicitors' Benevolent Association in the following respects:—

"(1.) A certain number (to be fixed) of nominations for free education and maintenance in the college will be placed at the disposal of the board of that association for the benefit in the first instance of the orphans of its members, and afterwards, of sons of other members of the profession.

"(2.) The council of the college always to consist to the extent of at least one-third of its number of members of the board of that association. It is proposed that in the first instance all the members of that board willing to act shall, with the donors of the first ten sums of one hundred guineas each, constitute the provisional council, with power to add to their number.

"3. So soon as promises of donations to the extent of 1,000 guineas are received it is proposed under the approval of such intending donors to prepare and issue to the profession at large a detailed *exposé* of the proposition, with the names of the then intended provisional council, and of the arrangements for carrying it out practically and inviting further donations and subscriptions.

"4. Having recently myself offered to be one of ten to subscribe one hundred guineas each to make up the preliminary sum above proposed as a start, I have the satisfaction of announcing that I have already received the names of other gentlemen willing to give similar sums.

"5. The undersigned begs to request the favour of further promises for this object, such promises to be always conditional upon the detailed proposition when prepared being approved by the intending donor."

I think that the Solicitors' Benevolent Association made a great mistake in limiting the donations of life governors to ten guineas. I paid this sum, and thought I had done all that was expected of me, and no one has ever told me that I ought to do more. I suppose that all the life governors are in the same position.

I propose now to agitate the question through the whole of our branch of the profession. If the result be to add an educational branch to the other societies, and otherwise to increase their income and usefulness, I shall be satisfied. If the result be to constitute a new Law Benevolent Corporation, I hope it will be largely supported. I honestly think that we are wanting in our duty to our poorer brethren, and I earnestly ask every member of the profession to join in wiping away the stain.

The *Marylebone Mercury* says that for some time past a solicitor's clerk touting for business about the precincts of the Marylebone police court, and taking particulars in the officer's room, has become a great nuisance. Many complaints have been made by persons who have paid fees, and imagined that they would be represented by a solicitor, whereas only a clerk has appeared. A few days ago Mr. Montague Williams and Mr. Wontner, senr., complained of this practice to Mr. D'Eyncourt. Mr. Mansfield and Mr. D'Eyncourt have come to a determination to put a stop to such proceedings for the future. No clerk, whether articled or managing, will be allowed to appear unless they produce an authority from their employer, and that direct from the office. It is a pity that all the police courts do not adopt the Worship-street plan (*ante*, p. 187).

Governor Fairchild recommends that the Legislature of Wisconsin submit to the people a constitutional amendment abolishing the grand jury system.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1870.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction :—

THOMAS DEWHURST LINGARD, who served his clerkship to Messrs. J. R. & R. Lingard & Rowell, of Manchester; and Messrs. Cunliffe and Beaumont, of London.

LIONEL BARNED MOZLEY, who served his clerkship to Messrs. Bateson, Robinson, & Morris, of Liverpool; and Messrs. Elmslie, Forsyth, & Sedgwick, of London.

AUGUSTUS BEDDALL, who served his clerkship to Messrs. Digby & Sharp, of London.

THOMAS STOCKWOOD, jun., who served his clerkship to Mr. Thomas Stockwood, of Bridgend, Glamorganshire.

OSWALD WALMESLEY, who served his clerkship to Mr. Thomas Frederick Taylor, of Wigan; and to Messrs. Gregory, Rowcliffes, & Rawle, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books :—

To Mr. Lingard, the prize of the Honourable Society of Clifford's-inn.

To Mr. Mozley, the prize of the Honourable Society of Clement's-inn.

To Mr. Beddall, Mr. Stockwood, and Mr. Walmesley, prizes of the Incorporated Law Society.

The examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation :—

HARRY CAMPBELL BLAKER, who served his clerkship to Messrs. Clarke & Howlett, of Brighton; and Mr. John Baker, of London.

JOSEPH BENNETT CLARKE, who served his clerkship to Mr. Charles Bridges, of Birmingham; and Mr. Edwin Clarke, of Birmingham.

ROBERT MCTURK, who served his clerkship to Messrs. Rawson, George, & Wade, of Bradford, Yorkshire; and Messrs. Johnson & Weatherall, of London.

WILLIAM JOHN MANN, who served his clerkship to Mr. Rowland Rodway, of Trowbridge.

WALTER SHERBURNE PRIDEAUX, who served his clerkship to Mr. Walter Prideaux, of London.

The Council have accordingly awarded them certificates of merit.

The examiners further announced to the following candidate that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a certificate of merit if he had not been above the age of 26 :—

GEORGE JOHN VANDERPUMP, who served his clerkship to Messrs. Field, Roscoe, Field, & Francis, of London.

The number of candidates examined in this term was 115; of these 99 passed and 16 were postponed.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. ELPHINSTONE, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, February 21, class A; Tuesday, February 22, class B; Wednesday, February 23, class C—4.30 to 6 p.m.

Mr. FITZROY KELLY, Lecturer and Reader on Equity—Friday, February 25—Lecture, 6 to 7 p.m.

COURT PAPERS.

BUSINESS AT THE COMMON LAW JUDGES' CHAMBERS.

The following regulations for transacting the business at the judges' chambers, will be observed until further notice :—

Acknowledgments of deeds will be taken at eleven o'clock precisely.

Adjourned summonses, before the judge, will be heard at a quarter past eleven, and summonses of the day immediately afterwards.

Counsel will be heard at half past twelve o'clock.

Adjourned summonses, before the masters, will be heard at eleven o'clock precisely; the summonses of the day immediately afterwards, and counsel at twelve o'clock.

N.B.—The judge directs particular attention to the rule of Michaelmas Term, 1867, and desires it should be distinctly understood that he will not hear any summons or application, directed by the said rule to be heard by the masters.

GENERAL ORDER OF THE HIGH COURT OF CHANCERY, UNDER "THE DEBTORS ACT, 1869."

January 7, 1870.

The Right Honourable William Page Baron Hatherley, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Honourable John, Lord Romilly, Master of the Rolls, the Right Honourable the Lord Justice, Sir George Markham Giffard, the Honourable the Vice-Chancellor, Sir John Stuart, the Honourable the Vice-Chancellor, Sir Richard Malins, and the Honourable the Vice-Chancellor, Sir William Milbourne James, doth hereby, in pursuance and execution of the powers given to him by "The Debtors Act, 1869," and of all other powers and authorities enabling him in that behalf, order and direct in manner following :—

I.—*Indorsement on Decrees and Orders.*

1. The 10th rule of the 23rd of the Consolidated General Orders shall be varied, and as varied shall be as follows :—

Every decree or order made in any suit or matter, requiring any person to do an act thereby ordered, shall state the time, or the time after service of the decree or order, within which the act is to be done; and upon the copy of the decree or order which shall be served upon the person required to obey the same, there shall be indorsed a memorandum in the words or to the effect following, viz. :—"If you, the within named A.B., neglect to obey this decree [or order] by the time therein limited you will be liable to have your property sequestered for the purpose of compelling you to obey the same decree [or order], and you may also be liable to be arrested and committed to prison."

II.—*Enforcing Decrees and Orders by Attachment, Serjeant-at-Arms, and Sequestration.*

2. The 3rd rule of the 29th of the Consolidated General Orders is hereby abrogated.

3. Where any person is by a decree or order made in any suit or matter directed to pay money or costs in a limited time, and, after due service of such decree or order, refuses or neglects to make such payment according to the exigency of such decree or order, the person prosecuting such decree or order shall, at the expiration of the time limited for such payment, be entitled to a commission of sequestration, which may be issued by the clerks of records and writs, without any special order, upon production of evidence to the same effect as that which would heretofore have been required on issuing a writ of attachment for default in making such payment.

4. The form of subpœna for costs mentioned in schedule E to the Consolidated General Orders shall be varied by omitting therefrom the words "an attachment issuing against your person, and:" provided always that where a subpœna is issued for costs payable under a decree or order, which states that payment thereof may be enforced by attachment, as mentioned in the 9th rule of this order, then the subpœna shall be in the form heretofore used.

5. Where any person is, by a decree or order made in any suit or matter, directed to pay costs, without a time being limited for such payment, and does not upon due service of a subpœna for such costs make such payment, the person to whom such costs are payable shall, immediately upon such default, be entitled to a commission of sequestration, which may be issued by the clerks of records and writs without any special order, upon production of evidence to the same effect as that which would heretofore have been required on issuing a writ of attachment for default in making such payment.

6. Where any person is by a decree or order made in any suit or matter directed to do any act other than or besides the payment of money or costs, and, after due service of such decree or order, refuses or neglects to do such act according to the exigency of the same decree or order,

the person prosecuting such decree or order shall, at the expiration of the time limited for the performance thereof, be entitled to a writ or writs of attachment against the disobedient person. And in case such person shall be taken or detained in custody under any such writ of attachment without obeying the same decree or order, then the person prosecuting the same decree or order shall, upon the sheriff's return that the disobedient person has been so taken or detained, be entitled to a commission of sequestration against his estate and effects. And in case the sheriff shall make the return *non est inventus* to such writ or writs of attachment, the person prosecuting such decree or order shall be entitled at his option, either to a commission of sequestration in the first instance, or otherwise to an order for the serjeant-at-arms, and to such other process as he was formerly entitled to upon a return *non est inventus* made by the commissioners named in a commission of rebellion issued for the non-performance of a decree or order.

7. Where, by any decree or order, a trustee or person acting in a fiduciary capacity is ordered to pay in a limited time any sum of money in his possession or under his control, or a solicitor is ordered to pay in a limited time costs for misconduct as such solicitor, or to pay in a limited time a sum of money in his character of an officer of the court, and such trustee, person, or solicitor, after due service of such decree or order, neglects or refuses to pay such money or costs according to the exigency of such decree or order, the person prosecuting such decree or order shall, at the expiration of the time limited thereby for the performance thereof, be entitled at his option either to a commission of sequestration to be obtained in manner provided by the 3rd rule of this order, or (subject nevertheless as mentioned in rule 9) to the remedies to which under the 6th rule of this order he would have been entitled in the case of failure to do some act directed by the decree or order other than payment of money.

8. Where, by any decree or order, a solicitor is ordered to pay costs for misconduct as such solicitor, without a time being limited for such payment, and does not upon due service of a subpœna for such costs, make such payment, the person to whom such costs are payable shall, immediately upon such default, be entitled, at his option, either to a commission of sequestration to be obtained in manner provided by the 5th rule of this order, or (subject nevertheless as mentioned in the next following rule) to a writ or writs of attachment and such other process as has heretofore been applicable in case of non-payment of costs recoverable by subpœna.

9. Any decree or order directing any such trustee person or solicitor as mentioned in the last two preceeding rules to make any such payment as in the same rules mentioned, shall state that such payment may be enforced by attachment, and unless the decree or order contains such statement, no attachment shall be issued for enforcing such payment without leave of the court or the judge in chambers, to be applied for by motion or summons, which application may be granted *ex parte*, upon the court or judge being satisfied that the case comes within the exceptions contained in the 4th section of "The Debtors Act, 1869," unless the court or judge thinks fit to require notice of such application to be served.

III.—*Committal to Prison, under Section 5 of "The Debtors Act, 1869."*

10. Every application to commit to prison under the 5th section of "The Debtors Act, 1869," shall be made by motion on notice, and the practice applicable to motions to commit for breach of an injunction shall, so far as the same is not inconsistent with the said Act or with anything in these rules, be applicable to such applications.

11. The court, upon the hearing of any such application, may, if it shall see fit so to do, instead of refusing or granting the application, adjourn the same, and either give leave to adduce further evidence, or direct an inquiry in chambers, as to the means of the person making default, or require the production and oral examination before itself of the person making default, and any persons who have given evidence against or in support of the application, or of such of them as the court may think fit, in the same manner as such production and oral examination might be required at the hearing of a cause.

12. In case any such inquiry as aforesaid shall be directed, the general course of proceeding and practice at the judge's chambers, as provided by statute 15 & 16 Vict. c. 80, and the General Orders of the court relative thereto, shall apply to all proceedings under such inquiry.

13. The court, in making an order for committal to prison under the said 5th section, may either make such imprisonment determinable on payment of the whole sum in respect of which the person to be imprisoned is in default, together with such costs as the court shall think fit, or may order the debt to be paid by such instalments as the court shall think fit, and make the imprisonment determinable on payment of such costs, and such of the said instalments as the court shall think fit, and in either of such cases the court, if it shall think fit, may direct payment of a sum in gross in lieu of taxed costs.

14. No application made under the said 5th section, nor any order made thereon, shall in any manner vary or suspend any of the remedies which the person prosecuting the decree or order which has been disobeyed, would, if no such application had been made, have been entitled to, against the property of the person disobeying the same decree or order, but the person prosecuting such decree or order may proceed to avail himself of such remedies without any regard to such application, or to any order made thereon, except so far as by consent, he may, by such last-mentioned order, be expressly restrained from availing himself of such remedies.

15. Orders of committal may be in the form A 1, or A 2, in the schedule hereto, as the case may be, with such variations as the circumstances of the case may require, and an office copy of each such order shall be delivered to the sheriff or other officer required to execute the same. Office copies of any such order may be delivered concurrently to different sheriffs for execution in different counties. Every such office copy as aforesaid shall be indorsed by the clerks of records and writs, with the direction of the sheriff or other officer by whom the same is to be executed. The sheriff and officer shall be entitled to the same fees in respect of an order of committal, as are now payable upon a writ of *capias ad satisfaciendum*, issued out of her Majesty's courts of common law.

16. The sheriff or other officer to whom an order of committal is directed as aforesaid, shall within two days after the arrest, indorse upon the office copy of the order delivered to him the true date of such arrest, and return the same so indorsed to the solicitor of the person prosecuting the decree or order, or to such person himself, if he acts in person.

17. Upon payment of the sum or sums in that behalf mentioned in the order of committal, including the sheriff's fees, and the costs or gross sum in lieu of costs made payable by the order, the person committed shall be entitled to a certificate in the form B. in the schedule hereto, or to the like effect, signed by the solicitor of the person prosecuting the decree or order which has been disobeyed, or if such person be acting in person, then signed by him, and attested by a solicitor or justice of the peace.

18. In case any order is made under the 5th section of the said act for payment of a sum of money by instalments, and the person imprisoned shall, after his discharge from prison, neglect or refuse to pay the subsequent instalments, or any of them, the person prosecuting the decree or order for disobedience to which the committal was ordered, shall, in addition to his remedies against the property of the person making default, be entitled to enforce payment of such subsequent instalments by attachment, as in the case of disobedience to an order directing the performance of some act other than payment of money.

IV.—*Miscellaneous.*

19. The general practice of the court shall, in all cases not provided for by "The Debtors Act, 1869," or these rules, and so far as the same is applicable, and not inconsistent with the said act or these rules, apply to all proceedings under the 4th and 5th sections of the said Act.

20. The charges to be allowed to solicitors for duties performed in respect of such proceedings as last aforesaid, and the fees of court in respect of the same proceedings, shall be the same as those allowable and payable in respect of other proceedings of the same nature in the causes or matters in which such proceedings respectively are taken.

21. This Order shall be read and construed as part of the General Consolidated Orders of the court, and the interpretation clause in the same Consolidated General Orders contained shall apply to the rules of this order.

22. This Order shall come into operation on the 11th day of January, 1870.

SCHEDULE.

A. 1.

Upon motion, &c., this Court doth order that the said A. B. do pay to the said —— the sum of £——, as and for his costs of and incident to this application and this order, and further that the said A. B., for default in payment of the sum of £—— mentioned in the said decree [*or*, order] of the —— day of ——, 18—, be committed to prison for the term of six weeks from the date of his arrest, including the day of such date, unless he shall sooner pay the said sum of £——, and sheriff's fees for the execution of this order, and the costs hereinbefore directed to be paid [*or*, and the said sum of £—— for costs]. And it is ordered that any sheriff or officer to whom an office copy of this order shall be delivered, after being directed to him by the clerks of records and writs, do take the said A. B. for the purpose aforesaid if he be found within his bailiwick.

A. 2.

Upon motion, &c., this Court doth order that the said A. B. do pay to the said—— [the sum of £——, as and for] his costs of and incident to this application and this order, and further that the said A. B., for default in payment of the sum of £—— mentioned in the said decree [*or*, order] of the —— day of ——, 18—, be committed to prison for the term of six weeks from the date of his arrest, including the day of such date, unless he shall sooner pay the sheriff's fees for the execution of this order and the costs hereinbefore directed to be paid [*or*, and the sum of £——, hereinbefore directed to be paid for costs], and the sum of £——, part of the said sum of £——. And it is ordered that the said A. B. do pay [*state to whom or to what account to be paid*] the sum of £——, the residue of the said sum of £——, by —— equal instalments on [*state times of payment*]. And it is ordered that any sheriff or officer to whom an office copy of this order shall be delivered, after being directed to him by the clerks of records and writs, do take the said A. B. for the purpose aforesaid, if he be found within his bailiwick.

B.

A. *v.* B.

[*or*, in the matter of ——].

I certify that A. B., now in the gaol of ——, upon an order of the High Court of Chancery, dated the —— day of ——, 18—, made in the above cause [*or*, matter] until payment of £——, has paid the said sum, together with the [the sum of £—— for] costs mentioned in the said order, and sheriff's fees.

HATHERLEY, C.
ROMILLY, M.R.
G. M. GIFFARD, L.J.
J. STUART, V.C.
R. MALINS, V.C.
W. M. JAMES, V.C.

The Hon. David Robert Plunket, Q.C., of the Irish Bar, has been returned to Parliament (unopposed) as member for the University of Dublin, in the room of Mr. Anthony Lefroy, who has resigned. Mr. Plunket, the new member, is the third son of the present Lord Plunket, Q.C., of the Irish Bar, by Charlotte, daughter of the late Right. Hon. Charles Kendal Bushe, Lord Chief Justice of the Court of King's Bench in Ireland. Mr. Plunket was born in 1838, and was called to the bar in Ireland in Hilary Term, 1862, being created a Queen's Counsel in 1868. He held the office of Law Adviser to the Crown in Ireland, for a few days in December, 1868, previous to the retirement of Mr. Disraeli's Government. Mr. Plunket is a grandson of the famous William Conyngham, first Lord Plunket, who, having attained the highest eminence at the bar, and filled successively the offices of Solicitor-General and Attorney-General for Ireland, obtained his peerage by patent, in June, 1827, on being appointed to the Chief Justiceship of the Irish Court of Common Pleas. In 1830 Lord Plunket was nominated Lord Chancellor of Ireland, which office he held till 1841, with the exception of the short interval of Sir Robert Peel's Government from 1834 to 1835.

The Right Hon. Sir William Erle, D.C.L., late Lord Chief Justice of the Court of Common Pleas, has been created an honorary fellow of New College, Oxford. Having been first a scholar of Winchester, he became in due time a fellow of New College, whence he proceeded to the bar. Sir William took his degree of B.C.L. on the 17th December, 1818, and was raised to the degree of D.C.L., by decree of Convocation, on the 18th June, 1857, when his father-in-law (the Rev. D. Williams, warden of New College) was Vice-Chancellor of the University.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Feb. 18, 1870.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 92⅝	Annuities, April, '85
Ditto for Account, Mar. 9, 92⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 93⅛	Ex Bills, £1000, — per Ct. 3 p m.
New 3 per Cent., 93⅛	Ditto, £500, Do — 3 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 3 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 240
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅝
Ditto 5 per Cent., July, '80 111⅝	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 100⅝	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £100b. 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91⅛	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	80½
Stock	Caledonian	100	78
Stock	Glasgow and South-Western	100	109
Stock	Great Eastern Ordinary Stock	100	38½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	117½
Stock	Do., A Stock*	100	118
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	63½
Stock	Do., West Midland—Oxford	100	42
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128½
Stock	London, Brighton, and South Coast	100	43
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124½
Stock	London and South-Western	100	93½
Stock	Manchester, Sheffield, and Lincoln	100	50½
Stock	Metropolitan	100	77½
Stock	Midland	100	124
Stock	Do., Birmingham and Derby	100	93
Stock	North British	100	35
Stock	North London	100	122
Stock	North Staffordshire	100	62
Stock	South Devon	100	50
Stock	South-Eastern	100	77½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid on B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds opened with firmness at a slight advance, and since then have scarcely experienced a fluctuation. Foreign securities have been in moderate demand, and the railway market pretty steady. Several new joint-stock concerns have been brought out in telegraph construction works, and after the late eager speculation in telegraph companies, have been rather well received. The Chancellor of the Exchequer's plan for consolidating the new £3 per cents. and reduced £3 per cents. would, it is thought, be an undoubted success, if only the Government would forego the charge of 5s.

LOCAL TAXATION ASSESSMENTS.—The Local Taxation Committee, on the motion of Mr. C. S. Read, M.P., in July last offered a premium of £50 for the best essay on "the injustice, inequalities and anomalies of the present poor-rate assessment, and the incidence of other local burdens in England and Wales." Of the sixteen essays sent in, the three best were selected by the adjudicators for final judgment, and two of these were the work of Mr. C. F. Gardner, B.A., Stoke Damerell, Devonport, and Mr. Frederick G. Luke, LL.B., Barrister-at-Law. The prize was awarded to Mr. Gardner, and his essay will be published by the committee forthwith.

COURT OF BANKRUPTCY.—A return which has been presented to Parliament showing the bankruptcy statistics of the last law year is the final record of the operation of the system now superseded by the Act of last session. In the year ending the 11th of October, 1869, there were in England and Wales 10,396 bankruptcies, an increase of 1,200 over the number in the preceding year; but the increase was mainly in bankruptcies on the application of the debtor himself: as many as 7,530 are described as being on the petition of the debtor, and 806 others as on petition *in forma pauperis*. In the course of the year £644,404 was realised from bankrupts' estates. The proceedings of the year show a dividend paid in 1,695 cases, but there were no less than 7,346 cases in which there was no dividend. In 953 cases, much more than half of those paying a dividend, it was under 2s. 6d.; in only 114 did it exceed or reach 10s. The year was the first under Mr. Moffatt's Act of 1868 relating to trust deeds, and designed to prevent collusion and discharges from debt by means of fraud-

ulent arr angements, and the Act appears to have had a marked effect. In the previous year there were 8,045 trust deeds registered, and the unsecured debts were £21,236,197; in 1869 there were only 4,668 debts, and the debts were £10,408,589. The composition deeds decreased from 5,246 to 2,527; the unsecured debts under those deeds, from £9,276,545 to £4,354,862; the composition paid, from £3,592,900 to £1,760,908. The rate of composition paid shows improvement. The compositions at less than 2s. 6d. in the pound decreased from 1,390 to 310; at 5s. or more, from 2,300 to 1,483, or much less than the decrease in the number of composition deeds. The number paying in full declined from 308 to 100, but that is an exceptional class at all times.—*Times.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOUCHER—On Feb. 16, at Wiveliscombe, the wife of Benjn. Boucher, solicitor, of a son.

CAVE—On Feb. 16, at Hill House, Surbiton, the wife of Lewis W. Cave, Esq., barrister-at-law, of a son.

PEACHEY—On Feb. 13, at 1, Chester-place, Regent's-park, the wife of James Pearse Peachey, Esq., of the Inner Temple, barrister-at-law, of a daughter.

WILLIS—On Feb. 15, at Lee, Kent, the wife of William Willis, barrister-at-law, of a son.

MARRIAGES.

BREMRIDGE—HERBERT—On Feb. 12, at St. Mark's Church, Tunbridge Wells, James Bremridge, of the Middle Temple, Esq., barrister-at-law, to Mary Ellis, eldest daughter of the late Rear-Admiral George F. Herbert.

CROSS—GARDINER—On Feb. 15, at Manchester Cathedral, William Bowyer Cross, Esq., solicitor, Bradford, to Ada, youngest daughter of the late Lot Gardiner, Esq., of Bradford.

STONE—ROGERS—On Feb. 8, at St. Mary's, Greenwich, William Stanley Stone, Esq., late of 9, New-inn, Strand, London, solicitor, to Esther, eldest daughter of the late John Rogers, Esq., B.A., F.R.A., of Hampton Court.

DEATHS.

BEAVAN—On Feb. 15, Edward Beavan, of Wimbledon-park and the Middle Temple, barrister-at-law.

RABY—On Feb. 10, at Cardiff, W. P. P. Raby, Esq., solicitor.

SWAINSON—On Feb. 16, at 17, Elgin-villas, Angell-road, Brixton, Henry Swainson, Esq., of the Solicitor's Department of the Admiralty, in his 88th year.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Feb. 11, 1870.

UNLIMITED IN CHANCERY.

Teignmouth and General Mutual Shipping Assurance Association.—Vice-Chancellor James has fixed Feb 24, at 12, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

Burnley Spinning and Weaving Company (Limited).—Petition for winding up, presented Feb 6, directed to be heard before the Master of the Rolls, on Saturday, Feb 26. Shaw & Tremellen, Gray's-inn-sq, for Handsley & Hartindale, Burnley, solicitors for the petitioners.

North Wales Slate Supply Company (Limited).—Petition for winding up, presented Feb 9, directed to be heard before Vice-Chancellor James, on Feb 19. Tyrrell, Gray's-inn-sq, solicitor for the petitioner.

Oriental Hotels Company (Limited).—Petition for winding up, presented Feb 9, directed to be heard before the Master of the Rolls on Feb 19. Uptons & Co, Austinfriars, solicitors for the petitioners.

Robinson & Preston's Brewery Company, Liverpool, (Limited).—Creditors are required, on or before March 5, to send their names and addresses, and the particulars of their debts or claims, to Harmood Walcott Banner, of Liverpool. Monday, March 28, at 12, is appointed for hearing and adjudicating upon the debts and claims.

United Kingdom Electric Telegraph Company (Limited).—Vice-Chancellor James has, by an order dated Jan 29, ordered the winding up to be continued. Crosley and Burn, Birchin-lane, solicitors for the petitioner.

TUESDAY, Feb. 15, 1870.

LIMITED IN CHANCERY.

Cardiff and Newport Colliery and Ironstone Company (Limited).—Petition for winding up, presented Feb 12, directed to be heard before Vice-Chancellor Stuart, on Feb 25. Foster, Gray's-inn-sq, for Williams, Cardiff, solicitor for the petitioners.

Photogenic Gas Company (Limited).—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Alexander Calder, Thos Reid, and George Fagg, 34, Cannon-st.

STANNARIES OF CORNWALL.

Crane Mining Company.—The Vice-Warden has, by an order dated Feb 9, ordered that the above company be wound up. Stephens & Co, Plymouth, solicitors for the petitioner; Paul, Truro, Agent.

Wheal Polmear Mining Company. The Vice-Warden has, by an order dated Feb 12, ordered that the above company be wound up. Cock, Truro, solicitor for the petitoners.

Wheal Vyvyan Mining Company.—The Vice-Warden has, by an order dated Feb 9, ordered that the above company be wound up. Roberts, Truro, solicitor for the petitioners.

Creditors under Estates in Chancery.

FRIDAY, Feb. 11, 1870.

Last Day of Proof.

Allchin, Mary, Rochester, Kent, Widow. March 5. Skiller v Haisman, M.R. Prall & Son, Rochester.

Betham, Mary, Englefield-rd, Middx, Spinster. March 9. Edwards v Betham, V.C. Malins. Robinson, Basinghall-st.

Browning, Richd, Southminster, Essex, Farmer. March 7. Browning v Browning, V.C. Stuart. Jones, New-inn, Strand.

Cartwright, Richd, Mile End-rd, Surveyor of Taxes. March 9. New Quebrada Company (Limited) v Cartwright, M.R. Walker & Co, Chester.

Clark, Augustus John, Long-lane, Bermondsey, Dealer in Soot. Feb 21. Titterton v Clark, V.C. Stuart. Sutton & Ommaney, Coleman-street.

Cleverly, Saml, Queen Anne-st, Cavendish-sq, M.D. March 5. Cleverly v Cleverly, M.R. Lydall & Sweeting, Southampton-bldgs, Chancery-lane.

Eddison, Eliza, Mansfield, Nottingham, Widow. Feb 28. Eddison v Eddison, V.C. Stuart. Payne & Co, Leeds.

Green, John Banks, Wolverhampton, Stafford, Currier. March 16. Noyes v Noyes, V.C. Stuart. Riley, Wolverhampton.

Heatley, Chas John, Shenfield, Essex, Gent. March 24. Heatley v Perry, V.C. Stuart. Lewis & Son, Brentwood.

Hodgins, Sarah, Kennington-rd, Lambeth, Widow. Nov 2. Harrison v Drew, M.R.

Jennings, Richd Wm, Bennett's-hill, Doctors'-commons, solicitor. March 9. Bandram v Jennings, V.C. Stuart. Jennings, Bennett's-hill.

Jones, John, Tyddyn Frior, Anglesey, Farmer. March 5. Jones v Jones, V.C. James. Owen, Llangefni.

Woulds, Edward, Walcot, Lincoln, Farmer. March 4. Radford v Woulds, M.R. Peake & England, Sleaford.

TUESDAY, Feb. 15, 1870.

Bytheway, Edwd, Stottesdon, Salop, Butcher. March 31. Reeve v Bytheway, V.C. Stuart. Trow, Cleobury Mortimer.

Cattell, Wm, Weston-under-Liziard, Stafford, Gent. March 14. Davis v Cattell, V.C. Stuart. Bailey & Co.

Dowson, Joseph Emerson, Victoria-st, Westminster, Contractor, March 8. Rasch v Dowson, V.C. Malins. Sympson & Warner, Golden-sq, Regent-st.

Forbes, Duncan, Burton-crescent, Middx. March 11. Allen v Forbes, M.R. Collette & Collette, Lincoln's-inn-fields.

Lees, Jas, Ashton-under-Lyne, Lancaster, Cotton Spinner. March 7. Whittaker v Lees, V.C. James. Orford, Manch.

Preston, Wm Scott, Chulmleigh, Devon, Esq. March 21. Mackie v Darling, V.C. Stuart. Bishop & Son, Exeter.

Saunders, John, Batheaston, Somerset, Esq. March 15. Morgan v Malleson, M.R. Wadeson & Malleson, Austinfriars.

Sharp, Geo, South Mims, Middx, Whitesmith. March 10. Sharp v Sharp, M.R. George, Chancery-lane.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 11, 1870.

Archer, Martha, Hans-pl, Sloane-st, Chelsea, Widow. Feb 28. Ridgway Brothers.

Bannister, John Saml, Weston, Hereford, Gent. April 5. Bodenham & Temple, Kington.

Barratt, Anne, Berners-st, Oxford-st. March 25. Young & Co, Frederick's-pl, Old Jewry.

Barton, Walter, Queen's-rd, Norland-sq, Notting-hill, Corn Salesman. March 6. Gadsden & Treherne, Bedford-row.

Bennett, Chas Watson, Ilfracombe, Devon, Gent. April 1. Calvert, York.

Blomfield, John, Billingford, Norfolk, Gent. March 21. Heffl & Salmon, Diss.

Boothroyd, John, Stockport, Cheshire. April 1. Boothroyd, Stockport.

Brear, Joshua, Bradford, Yorks, Innkeeper. March 25. Mumford, Bradford.

Clarke, Rosaman Coar, Wolverton, Bucks, Gent. March 12. Worley, Stony Stratford.

Clarke, Geo, Wolverton, Bucks, Gent. March 12. Worley, Stony Stratford.

Clements, Chas, Old Sleaford, Lincoln, Gent. May 7. Peake & England, Sleaford.

Delafield, Wm, Lowndes-sq, Esq. June 1. Parke & Pollock, Lincoln's-inn-fields.

Ferguson, Jas, Walkington, Yorks, Lieu 21st Reg Foot. April 10. Barr & Co, Leeds.

Foley, Wm Hy, Connaught-pl, Hyde-park, Gent. April 1. Walker & Jerwood, Furnival's-inn.

Gill, Joseph, Leeds, Gent. April 25. Upton, Leeds.

Hallows, Fras, Chapwell-hall, Derby, Esq. March 23. Tooke & Co, Bedford-row.

Heyland, Langford, Trafalgar-pl, Clapham-rise, Esq. March 31. Park & Nelson, Essex-st, Strand.

Hodgetts, Eliz, Wyke Regis, Dorset, Spinster. April 5. Andrews & Co, Dorset.

Hodgetts, Mary, Wyke Regis, Dorset, Spinster. April 5. Andrews & Co, Dorset.

Johnson, Geo, Talk-o'-th'-Hill, Stafford, Colliery Manager. March 25, Wards & Coopers, Newcastle.

Lamb, Fredk Saml, Little Winnall Farm, Worcester, Farmer, April 2. Corbet, Kidderminster.

McGirr, Rev John, Southend, Essex. May 5. Arnold, Gravesend.

Moreton, John, Heil Wicket, Salop, Farmer. March 25. Fisher & Hodges, Newport.

Osborne, Penelope, Stonefall, Yorks. Widow. March 1. Dodds & Trotter, Stockton-on-Tees.
Page, Wm, Kidderminster, Worcester, Chemist. April 2. Corbet, Kidderminster.
Page, Eliza, Kidderminster, Worcester. April 2. Corbet, Kidderminster.
Preston, Geo, Birm, Wholesale Jeweller. March 14. Alcock & Milward, Birm.
Reynalls, Mary Eliz, Devonshire-st, Portland-pl, Widow. April 1. Walker & Co, Southampton-st.
Sage, Georgiana, Hastings, Sussex, Spinster. March 19. Meadows, Hastings.
Sims, George, Birm, Coal Dealer. March 14. Ansell, Birm.
Waddington, Wm Hy, Lpool, Gent. May 1. Hesp & Co, Huddersfield.
Warlow, Mary, Belgrave-rd, St John's-wood, Widow. March 25. Blakeley & Beswick, Bedford-row.

TUESDAY, Feb. 15, 1870.

Campbell, Dame Eliz Anne, Tunbridge Wells, Kent. Widow. March 31. Farrer & Co, Lincoln's-inn-fields.
Crooks, Wm, Askham, Nottingham, Gent. March 19. Marshall & Son, East Retford.
Edwards, Hy, Cefn Maur, Denbigh, Quarry Master. April 1, Richards, Llangollen.
Finch, Chas Herbert Martin, Bemerton, Wilts, Esq. April 15. Dew, Salisbury.
Houlton, Sarah, Bloomfield-st, Widow. April 11. Driffield & Bruty, Tokenhouse-yard.
Kenyon, Hy, West Leigh, Lancashire, Chemist. April 4. Sampson, Manch.
Loades, Wm, Gateshead, Durham, Comm Agent. March 31. Stanton & Atkinson, Newcastle-upon-Tyne.
Maydwell, Wright, Alexander-pl, Kensington, Builder. April 15. Curritt & Son, Basinghall-st.
McKernan, John, Manch, Tailor. April 15. Sutton & Elliott, Manch.
Parsons, Mary Ann, Sharsted-st, Kennington-park, Widow. March 31. Ward, Lincoln's-inn-fields.
Perrin, Wm Jackson, Forebridge, Stafford, Surgeon. March 1. Spilsbury, Stafford.
Richardson, Hy, Oxford-ter, Edgware-rd. April 1. Fraser, Dean-st, Soho.
Spread, Christopher Earbery, Victoria-grove, Bayswater, Esq. March 31. Weymouth, Essex-st, Strand.
Townley, Rev Wm Gale, Beaupre Hall, Norfolk. May 9. Young & Co, Essex-st, Strand.
Winthrop, Edward Gamaliel, Bromley, Kent, Esq. March 31. Walford, Belton-st, Piccadilly.
Woods, Aaron, Southsea, Gent. March 25. Batchelor, Fareham.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Feb. 11, 1870.

Devereux, Thos Herbert, Stockton-on-Tees, Durham, Outfitter. Dec 17. Comp. Reg Feb 10.
Moseley, John Edmund, Manch, Carver. Dec 28. Comp. Reg Feb 26.

TUESDAY, Feb. 15, 1870.

Galpin, Jas, Caledonian-rd, Islington, Coal Merchant. Dec 20. Comp. Reg Feb 11.
Hope, Benj, Ely-pl, Holborn, Attorney. Dec 21. Comp. Reg Feb 14.
Mackay, Geo Henderson, & Geo Wheeler, New Bond-st, Tailors. Dec 31. Comp. Reg Feb 12.
Roots, Geo, Sevenoaks, Kent, Brickmaker. Dec 29. Comp. Reg Feb 11.

Bankrupts.

FRIDAY, Feb. 11, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Davy, Robt, Kentish-town-rd, Naturalist. Pet Feb 11. Roche. Feb 23 at 12.

To Surrender in the Country.

Bamford, Richd, Kingston-upon-Hull, Builder. Pet Feb 4. Phillips. Kingston-upon Hull, Feb 26 at 11.
Broadbent, Thos, Manch, Waste Dealer. Pet Feb 9. Kay. Manch, March 2 at 1.
Holland, Thos, Sudbury, Suffolk, Contractor. Pet Feb 5. Barnes. Sudbury, Feb 24 at 11.
Prest, John, Hy Harrison, John Jackson, & Richd Cookson, Warrington, Implement Agents. Pet Feb 9. Nicholson. Warrington, March 7 at 2.
Thomas, Jesse, Rochester, Kent, Auctioneer. Pet Feb 4. Acworth. Rochester, Feb 22 at 2.
Williams, Thos Evan, Newport, Monmouth, Ironfounder. Pet Feb 9. Roberts. Newport, Feb 22 at 1.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Clinton, Hy Pelham Alex Pelham, Duke of Newcastle, Carlton Housester. Pet June 21. March 16 at 11. Lawrance & Co, Old Jewry-chambers.
Millwood, Wm, Hy Williams, & Sarah Ann Cook, Creek Wharf, Hammersmith, Lime Merchants. Pet Dec 17. Feb 28 at 11. Lawrance & Co, Old Jewry-chambers.

To Surrender in the Country.

Doyle, John, Lpool, Master Porter. Pet Dec 14. Hime. Lpool, Feb 21 at 2. Goodere, Lpool.
Greenwood, Luke, Kirkheaton, York, Weaver. Pet Dec 7. Jones. Huddersfield, Feb 26 at 10. Learoyd, Huddersfield.
Potter, Thos, Nottingham, out of business. Pet Dec 17. Patchitt. Nottingham, March 16 at 10.30. Heath, Nottingham.
Smedley, Hy, Nottingham, Machinist. Pet Dec 18. Patchitt. Nottingham, March 16 at 10.30. Brown, Nottingham.
Wood, John, Huddersfield, York, Fishmonger. Pet Dec 31. Jones. Huddersfield, Feb 26 at 10. Sykes, Huddersfield.

TUESDAY, Feb. 15, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Greely, Fredk, Alexandra-villas, Park-rd, Crouch-end, Hornsey, Builder. Pet Feb 14. Hazlitt. March 1 at 11.

To Surrender in the Country.

Biden, John, Northampton, Bookseller. Pet Feb 11. Dennis. Northampton, March 3 at 11.
Duvall, Jas, Stafford, Innkeeper. Pet Feb 11. Spilsbury. Stafford, Feb 28 at 11.
Maleham, Hy, Higher Broughton, Lancashire, Joiner. Pet Feb 11. Hulton. Salford, March 3 at 11.
Mallinson, Jas, Joseph Mallinson & Thos Mallinson, Brighouse, Yorks, Pianoforte Manufacturers. Pet Feb 10. Rankin. Halifax, March 4 at 10.
Parker, John, Birm, Grocer. Pet Feb 8. Guest. Birm, March 4 at 11.
Parker, Hy, Evan Lloyd, & John Hughes, Holywell, Flint, Tin Plate Co. Pet Feb 12. Porter. Cheshire, Feb 28 at 12.
Thompson, John, Birm, Grocer. Pet Feb 11. Guest. Birm, March 4 at 11.
Wilkinson, John, Birm, Chandelier Dealer. Pet Feb 11. Guest. Birm. March 4 at 11.

Under the Bankruptcy Act, 1861.

To Surrender in the Country.

Eyre, Chas, Nottingham, Brewer. Pet Dec 28. Patchitt. Nottingham. March 16 at 10.30. Belk Nottingham.
Woodhead, Joshua, Huddersfield, Yorks, Boiler Maker. Pet Dec 31. Jones. Huddersfield, March 7 at 10. Sykes, Huddersfield.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 15, 1870.

Froud, Benj, Nottingham-rd, Wandsworth-common, Builder. Jan 26.
Hall, John, Prisoner for Debt, London. Dec 6.

TUESDAY, Feb. 15, 1870.

Bailey, John, Weston-super-Mare, Painter. Feb 10.

Important Notice of Sale of very valuable Freehold Ground-rents and Estates, the property of the late Thomas Cole Mackley, Esq., situate at St. John's-hill, Wandsworth, Lincoln's-inn-fields, Bishopsgate, Shoreditch, Whitecross-street, St. Luke's, Gray's-inn-lane, Clerkenwell, Peckham, Clapton, Hackney, and Wanstead, Essex. The whole producing a rental of nearly £4,000 per annum.

MESSRS. REYNOLDS & EASON are favoured with instructions from the Executrix to SELL by AUCTION at the MART, Tokenhouse-yard, on TUESDAY, WEDNESDAY, and THURSDAY, MARCH 22nd, 23rd, and 24th, at TWELVE for ONE each day, the following valuable PROPERTIES, in Lots:—

The Estate at St. John's-hill, Wandsworth, is within five minutes' walk of the Clapham Junction Railway Station and comprises

FREEHOLD GROUND RENTS,

most amply secured, amounting to £644 8s. per annum, arising from 101 superior residences and shops, being Nos. 1, 2, 3, and 4, Louvaine-terrace, St John's-hill, Wandsworth; Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, Louvaine-road; twenty-eight houses in Cologne-road; Nos. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37, Oberstein-road; Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Brussels-road; No. 1, Halbrake-terrace; Nos. 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38, The Grove, adjoining, being situate at St. John's-hill, Wandsworth; yielding a gross rental of £4,449 per annum.

FREEHOLD RESIDENCES.

A very convenient detached Family Residence, with large garden, conservatory, and outbuildings, pleasantly situate, next St. Paul's Church, and the corner of Plough-lane, St. John's-hill, Wandsworth; particularly adapted for a school or medical man.

Six semi-detached Villa Residences, Nos. 1 to 6, Brussels-road, St. John's-hill, Wandsworth; each containing nine rooms, conservatory, and garden; and producing £270 per annum.

Six superior semi-detached Residences, of a similar character to those in Brussels-road, being Nos. 17, 18, 19, 20, 21, and 22, Louvaine-road, St. John's-hill, let at rents amounting to £270 per annum.

Nos. 5, 6, 7, 8, 9, and 10, Oberstein-road, St. John's-hill, Six Residences, similar number of rooms; let at rents amounting to £255 per annum.

Seven very superior Family Residences, Nos. 1, 2, 3, 4, 5, 6, and 7, Halbrake-terrace, fronting the high road, St. John's-hill, Wandsworth; and producing £490 per annum.

A very compact Estate, comprising Twenty-two semi-detached Villas situate and being Nos. 1 to 22, The Grove, St. John's-hill; and producing a rental of £660 per annum.

FREEHOLD STABLING.

A capital Block of Stabling, with coach-houses and dwelling-rooms over, being Nos. 1 to 8, St. John's-mews, Plough-lane, St. John's-hill, part in hand, but estimated to let at £165 per annum.

FREEHOLD LAND.

Four Plots of Building Ground, situate in Cologne-road, St. John's-hill, adapted for the erection of 28 residences similar to those now erected. One plot presents a very eligible site for a tavern.

FREEHOLD PROPERTIES.

SHOREDITCH.—Six brick-built Houses, Nos. 1, 2, 3, 4, 5, and 6, Wood's-buildings, New Inn-yard, Shoreditch; let to weekly tenants at rents amounting to £140 10s. per annum.

BISHOPSGATE.—A valuable Freehold Estate, No. 105, Bishopsgate-street Without, in the City of London, at present in hand, last in occupation at £130 per annum.

BISHOPSGATE.—A very improvable Freehold Estate, in the north end of Gun-yard, at side of No 105, Bishopsgate, embracing an area of 3,000 superficial feet, on which are erected cattle-sheds, slaughter-houses, and extensive stabling, offering a capital building site, at present let at £75 per annum.

LINCOLN'S-INN-FIELDS. — Two substantially-built Freehold Houses, with shops, Nos. 38 and 39, Great Queen-street, both let on leases, at rents amounting to £165 per annum.

CLERKENWELL.—An important Freehold Property, situate at the corner of Elm-street, Mount Pleasant, comprising the corner commanding Beerhouse, known as the City of Lichfield; two houses, with shops adjoining, in Elm-street; three houses, Nos. 1, 2, and 3, Mount Pleasant; three cottages, Nos. 1, 2, and 3, Burge-court; and three tenements, Nos. 1, 2, and 3, Albion-cottages; a dwelling-house, No. 25, Mount Pleasant, small yard, barn, with standing for 20 cows, known as Kybert's Dairy, the whole adjoining, and let upon lease at a ground rent of £105, with reversion in 43 years to a rack rent; estimated at £230 per annum.

ST. LUKE'S.—A compact Freehold Property, two houses, with shops, Nos. 115 and 116, Whitecross-street; and four private houses, Nos. 15, 16, 17, and 18, Twister's-alley, adjoining; and four warehouses or workshops, Nos. 1, 2, 3, and 4, Hanley-place. Chequer-alley; the whole let on two leases, at rents amounting to £121 per annum, with reversion, in 18 years, to an estimated rack rent of £300 a-year.

GRAY'S-INN-LANE.—An important Freehold Property, consisting of nine houses and shops, Nos. 1 to 9, south side of Fox-court, leading from Gray's-inn-lane to Brooke-street. A range of workshops, formerly known as Fox place, now known as Fox-court. The whole let on two leases, at rents amounting to £162 per annum, with reversions in 17 years to an estimated rack rent of £400 a-year.

CLAPTON.—Two Freehold Houses, Nos. 5 and 6 (formerly 5 and 5a), Downs-terrace, Clarence-road, Clapton, let on lease at £20 per annum, which expires in 1¾ year.

CLAPTON-SQUARE.—The desirable Freehold Family Residence, No. 5, Clapton-square, with stabling, let on lease for 4½ years unexpired, at only £7 ground rent; estimated annual value, £60. The capital Residence, No. 15, Clapton-square, let upon lease at the moderate rent of £60 per annum. The similar Freehold Residence, No. 19, Clapton-square, let at £60 per annum. A very valuable Freehold Property, at the end of and fronting Church-street, Hackney, close to Clapton-square, being a detached residence, large forecourt, spacious builder's premises in the rear, and entrance from Clapton-mews, let on lease at £40 per annum, with reversion in two years to an estimated rack rent of £100 per annum.

WANSTEAD, Essex.—A very secure Freehold Ground-rent of £70 per annum, arising from a convenient dwelling-house, enclosed, with yard in gateway, carpenters' and smiths' shops, sheds, stable, and 11 cottages, with garden, and corner beerhouse, known as the Fox and Hounds, distinguished as Woodbine-place, Wanstead, near the George, and only a few minutes' walk from the Snaresbrook Station. The whole let on lease at £70 per annum.

PECKHAM.—A valuable Freehold Ground-rent of £52 per annum, secured upon thirteen houses, known as Nos. 11, 12, and 13, St. James's-grove; Nos. 1, 2, 3, 4, 5, 8, 9, and 10, North-street and Nos. 1 and 2, East Surrey-grove, out of the Commercial-road, Peckham, let upon ease at £52 per annum, with reversion in 56 years to an estimated rack rent of £300 per annum.

Particulars, when ready, may be obtained of
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